COUNTY OF CARTERET BOARD OF COMMISSIONERS REGULAR SESSION COMMISSIONERS' BOARD ROOM FEBRUARY 16, 2009

The Honorable Carteret County Board of Commissioners sat in regular session on February 16, 2009. Present were: Chairman Doug Harris, Commissioners Pete Allen, Holt Faircloth, Pat Joyce, Greg Lewis, Wade Nelms, and Jonathan Robinson.

MEETING CALLED TO ORDER

Chairman Harris called the meeting to order and Carl Tilghman, Carteret County Tax Administrator, gave the invocation. All present recited the Pledge of Allegiance.

ADOPTION OF AGENDA

Chairman Harris stated that the Board had been asked to suspend the rezoning petition by James Oglesby and the request by Albert Murdoch to abandon a portion of Sound View Drive.

Motion-Commissioner Faircloth said, as requested by the applicant's attorney, I move to suspend the rezoning petition by James Mark Oglesby, with the understanding that, as required by section 1303.1 of the Zoning Ordinance, the applicant will be responsible for all costs of re-advertising a public notice in the newspaper, and for mailing a new set of notices to the abutting property owners. Commissioner Allen seconded. Motion carried unanimously.

Motion-Commissioner Nelms said, as requested by the applicant's attorney, I move to suspend the public hearing on the request by Albert Murdoch to abandon 105 feet on Sound View Drive in Bar Harbor subdivision. Commissioner Allen seconded. Motion carried unanimously.

An unidentified gentleman asked when the road closing public hearing would be rescheduled. Chairman Harris said he had no idea because it was up to the applicants. Commissioner Faircloth said it may not be rescheduled.

Chairman Harris asked if there were any further adjustments to the agenda.

Commissioner Faircloth asked that item number 12. Approval of Transportation Committee/s Proposed 2011-2017 Transportation Improvement Program (TIP) Priorities be removed from the consent agenda for discussion, as well as consent agenda item 8. Award of Contract to James L. Cayton Utilities for Alum-Feed/TSS Removal at the Laurel Road Water Treatment Plant.

Commissioner Joyce said he had some questions about consent agenda item number 13. Approval to Transfer County Dentist Position to the Board of Education.

Commissioner Lewis requested the removal of item number 13. Approval to Transfer County Dentist Position to the Board of Education from the consent agenda to the regular agenda.

Commissioner Joyce said he was out of town during the previous week, so he wasn't up-to-speed on some of the consent agenda items and he would like to discuss some of the items further with staff after the meeting. He said he was comfortable voting on the consent agenda but he would address his questions later with staff.

Chairman Harris suggested moving consent agenda item 8 to the regular agenda as item VII. and move consent agenda item 12. to the regular agenda in the place of item IX., followed by consent agenda item 13.

Motion-Commissioner Lewis moved to adopt the agenda as amended. Commissioner Allen seconded. Motion carried unanimously.

The agenda was as follows:

CARTERET COUNTY **BOARD OF COMMISSIONERS REGULAR MEETING COMMISSIONERS' BOARD ROOM FEBRUARY 16, 2009** 6:00 P.M.

Meeting Called to Order/Invocation/Pledge of Allegiance 1.

Chairman Harris

Adoption of Agenda 11.

Board

Board

111. Consent Agenda 1. Approval of 1/7/09 and 1/12/09 Meeting Minutes

2. Tax Releases and Refunds

a. Tax Releases Under \$100

- b. Tax Releases Over \$100
- c. Tax Refunds Under \$100
- d. Tax Refunds Over \$100
- 3. Budget Amendments
- a. Health Department \$4,207 (Additional State Funding)
- b. Project Budget Ordinance Amendment (QZAB) \$1,726,452
 4. Award of Contract for DSS Roof Replacement
- Award of Contract for Dock, Concrete Walks & Shelter at West Beaufort Water Access Property
- 6. Approval of Change Order #1 to the Beaufort Square Renovations Contract
- 7. Award of Contract for Grading, Seeding & Utilities at Newport Regional Park
- 8. Award of Contract to James L. Cayton Utilities for Alum-Feed/TSS Removal at the Laurel Road Water Treatment Plant
- Approval of Engineering Agreement for Design Services to Construct an Elevated Tank near Mill Creek
- 10. Resolution Ordering the Tax Administrator to Advertise Tax Liens
- 11. Resolution Authorizing the Sale of Surplus Property at Electronic Auction
- 12. Approval of Transportation Committee's Proposed 2011-2017

 —Transportation Improvement Program (TIP) Priorities
- 13. Approval to Transfer County Dentist Position to the Board of Education
- IV. Public Comment
- V. Presentation by ESECG on the Draft Fire & Emergency

Medical Services Master Plan

William Jenaway

VI. Interlocal Agreement Between Carteret County and the Beaufort-Morehead City Airport Authority for a Loan to Construct Additional Hangers

Jim Bailey Ken Lohr

VII. Public Hearing – Rezoning Request by James Mark Oglesby (Agent Attorney Richard Stanley), to Rezone 1.5 Acres, NW

Katrina Marshall

VII. Award of Contract to James L. Cayton Utilities for Alum-Feed/TSS Removal at the Laurel Road Water Treatment Plant

VIII. Public Hearing – Text Amendment to Section 1.5 of the MH/RV

Park Ordinance to allow a Boat Storage Yard in an RV Park as an Accessory Use

Corner of Hwy. 24 and Wooded Acres Drive, from R-20 to B-1A

Katrina Marshall

Katrina Marshall

IX. Public Hearing - Road Closing Request by Albert Murdoch to Abandon 105 Feet on Sound View Drive in Bar Harbor S/D

Transportation Improvement Program (TIP) Priorities

Approval of Transportation Committee's Proposed 2011-2017

ion

IX(a) Approval to Transfer County Dentist Position to the Board of Education

X. Manager's Report

Board

John Langdon

XI. Appointments

IX.

Board

XII. Commissioners' Comments

Board

XIII. Closed Session Pursuant to NCGS 143-318.11 for the Permitted Purpose of Discussing Confidential Information (Approval of 1/12/09 Minutes) and Contract Negotiations

...

XIV. Adjournment

Board

III. CONSENT AGENDA

Motion-Commissioner Allen moved to adopt the consent agenda as amended. Commissioner Nelms seconded. **Motion carried unanimously**.

The consent agenda was as follows:

Approval of Minutes of 1/7/09 and 1/12/09 1.

Tax Refunds and Releases 2.

Tax Releases Under \$100

a.	Tax Releases Under	9100				
201	LEWIS,QUENTIN M JR.	STRAITS	\$	15.61		OR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
203 205	MOORE,TIMOTHY \$ JR. HUDSON,KENNETH A III	PELLETIER EMERALD ISLE	\$ \$	11.14 45.22		OR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV OR VEHICLE BILL RELEASED / MILITARY EXEMPT
205	BROWN,LISA M	BEAUFORT	\$	5.88		OR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
209	MURRELL, ARTIE M	MOREHEAD CITY	\$	37 34		OR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
211	KRISS,STEVEN M	CEDAR POINT	\$	68.87		OR VEHICLE BILL RELEASED / MILITARY EXEMPT
213 215	PHILPOT, STEPHEN V	BEAUFORT EMERALD ISLE	\$ \$	87.86 68.54		DR VEHICLE BILL RELEASED / MILITARY EXEMPT DR VEHICLE BILL RELEASED / MILITARY EXEMPT
217	PHILLIPS,BRADLEY W DAVIS,STEVEN M	WHITE OAK	\$	40.91		OR VEHICLE BILL RELEASED / MILITARY EXEMPT
219	KIRBY, CHRISTAL A	WHITE OAK	\$	49.36	MOTO	OR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
221	HERIDIA,RICHARD D	EMERALD ISLE	\$	18.02		OR VEHICLE BILL RELEASED / MILITARY EXEMPT
223 225	OBRA, JUDY M	MOREHEAD CITY NEWPORT	\$ \$	7.74 4.35		OR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV OR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
225	KENT RAYMOND L TERRELL THOMAS G	MOREHEAD CITY	\$	51.71		OR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
229	STYRON,EDWARD L	ATLANTIC BEACH	\$	93.18	MOTO	OR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
231	TOMLINSON, CHARLES S	NEWPORT	\$	99.51		OR VEHICLE VALUE ADJUSTMENT / PER BILL OF SALE
233 235	BRYANT,DAVID R SALTER,JOHNICE J	STRAITS STRAITS	\$ \$	23.05 31.74		DR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV LE HOME DOUBLE BILLED / PICKED UP AS REAL / 7337.03.03.1185000
237	WYCKOFF, WILLIAM / DBA	BEAUFORT	\$	32.95		D IN ERROR
239	ALBUS, KELLIE L	MOREHEAD CITY	\$	16.61	MOTO	OR VEHICLE DOUBLE BILLED
241	GARCIA.REYEZ C	MOREHEAD CITY	S	6.44		OR VEHICLE BILL RELEASED / HAD TAG ONLY 3 DAYS
243 245	GARCIA,REYEZ C PENLAND.CRISTIE A	BEAUFORT NEWPORT	\$ \$	23.70 59.82		DR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV [AT PROPERTY / BILLED IN ERROR
247	FRAZIER,GLORIA J	WHITE OAK	\$	26.57		OR VEHICLE CHANGE OF COUNTY / CRAVEN
249	GRIFFITHS ANITA G	NEWPORT	\$	16.30	MOTO	OR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
251	ROMPH, SPENCER W	MOREHEAD CITY	\$	65.74		OR VEHICLE BILL RELEASED / MILITARY EXEMPT
253 255	BAUGHMAN,MARIA A DELGADO,RAYMOND	WHITE OAK EMERALD ISLE	\$ \$	9.09 72.97		DR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV DR VEHICLE BILL RELEASED / MILITARY EXEMPT
257	WIGGINS,LYNWOOD W	MOREHEAD CITY	\$	6 84		OR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
259	WIGGINS,LYNWOOD W	MOREHEAD CITY	\$	5.13	MOTO	DR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
201						
261 263	CASTILLE.MARK R HENRIKSEN.PAUL E	WHITE OAK HARLOWE		\$ \$	15.18 58.87	MOTOR VEHICLE BILL RELEASED / MILITARY EXEMPT MOTOR VEHICLE BILL RELEASED / MILITARY EXEMPT
265	HENRIKSEN,PAUL E	HARLOWE		\$	14.70	MOTOR VEHICLE BILL RELEASED / MILITARY EXEMPT
267	BLANCHARD, RANDALL L	NEWPORT		\$	6 60	MOTOR VEHICLE VALUE ADJUSTMENT
269	RAMSEY, DEBRA D	HARKERS ISLA	ND	\$	87.13	MOTOR VEHICLE VALUE ADJUSTMENT
271 273	STEPHENSON,ERIC R HANNULA,MARK D	NEWPORT MOREHEAD CI	T~	s s	69.36 30.78	MOTOR VEHICLE VALUE ADJUSTMENT MOTOR VEHICLE DISTRICT CHANGE / CORRECTED BILL SENT
275	BAHAWDORY,RHONDA J	MOREHEAD CI		\$	7.11	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
277	NEAL KENT C	MOREHEAD CI		\$	78.60	MOTOR VEHICLE VALUE ADJUSTMENT / PER BILL OF SALE
279	CHICK, SCOTT B	BEAUFORT		\$	97. 6 6	MOTOR VEHICLE BILL RELEASED / MILITARY EXEMPT
281 283	BAUER,LINDA M FAISON,MOSSEY E JR	CAPE CARTER	ET	\$ \$	25.61	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
285	STAGGS, JERRY C JR	WHITE OAK NEWPORT		3 S	17.40 17.47	MOTOR VEHICLE VALUE ADJUSTMENT / PER BILL OF SALE MOTOR VEHICLE BILL RELEASED / MILITARY EXEMPT
287	MANNING, CRAIG M	WHITE OAK		\$	21.19	MOTOR VEHICLE BILL RELEASED / MILITARY EXEMPT
289	HAMILTON, JESSE R	WHITE OAK		\$	76.39	MOTOR VEHICLE BILL RELEASED / MILITARY EXEMPT
291 293	COLE,LOUIE G ELSAYED,EDDIE	WHITE OAK ATLANTIC BEAR	CH	\$ \$	5.04 5.90	MOTOR VEHICLE CHANGE OF COUNTY BILLED IN ERROR
295	EVERETT, TIMOTHY L	NEWPORT	0,,	Š	14.82	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
297	LOOSE,ROBERT A	EMERALD ISLE		\$	22.49	MOTOR VEHICLE CHANGE OF COUNTY
299	LOOSE,ROBERT A	EMERALD ISLE		\$	81.73	MOTOR VEHICLE CHANGE OF COUNTY
301 303	GOODWIN,JIMMIE C JR. MCGAVOCK,BARRY W	CEDAR ISLAND MOREHEAD CIT		\$ \$	13.99 8.54	MOTOR VEHICLE VALUE ADJUSTMENT MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
305	ZYDELIS,RAMUNAS	MOREHEAD CIT		\$	7.11	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
307	NEISS, CHRISTOPHER B	NEWPORT		\$	16.70	MOTOR VEHICLE BILL RELEASED / MILITARY EXEMPT
309 311	MURDOCH,RICHARD T LAWRENCE,OLIVER C JR.	BOGUE STRAITS		\$	23 55 4.45	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
313	FRAZIER.SHAWN R	NEWPORT		s s	9.49	MOTOR VEHICLE VALUE ADJUSTMENT MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
315	SIMON DANIEL	WHITE OAK		s	19.63	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
317	JORDAN, JODY C	NEWPORT		\$	26 92	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
319 321	BRYANT,RACHEL C COTTLE,TERESA A	EMERALD ISLE ATLANTIC BEAG		S	8.05 17.61	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
323	EWELL,GARY DEAN	HARLOWE	СП	\$ \$	79.78	MOTOR VEHICLE DISTRICT CHANGE / CORRECTED BILL SENT MOTOR VEHICLE BILL RELEASED / MILITARY EXEMPT
325	TAYLOR, CLARA H	BEAUFORT		\$	98.25	MOTOR VEHICLE DISTRICT CHANGE / CORRECTED BILL SENT
327	IRISH,CLAIRE E	HARKERS ISL	_AND	\$	28.02	MOTOR VEHICLE DISTRICT CHANGE
329	WILLIS, JOSEPH C JR.	STRAITS		\$	6.73	
331	MCCUNE, FREDERICK J	BEAUFORT		\$	11 61	
333 335	CHADWICK, JANET M SATRIANO, FRANCIS R	MARSHALLBE CAPE CARTE		\$ \$	15.66 14.55	
337	DAYSON, DEBRA C	EMERALD ISL		\$	11.22	
339	FRANKLIN, MICHAEL E	MOREHEAD (\$	10.12	
341	STRUNK, GEORGE T	MOREHEAD (CITY	\$	16.29	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
343	SUTHERLAND, WINIFRED A	ATLANTIC BE		\$	19.99	
345	GARRISON,DAVID R	MOREHEAD O		\$	12.63	
347 349	SEXTON,KATHRYN W MELTON,ROBERT E	MOREHEAD (BEAUFORT	J11 Y	s s	14.91 4.67	
351	SCHEID,LARRY M JR.	WHITE OAK		\$	67.85	
353	HACKWORTH, BLAKE	HARKERS ISL	AND	s	48.12	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
355	CONNER, JOHN T III	WHITE OAK		\$	24.86	
357	DAVIS, JUSTINA G	DAVIS		\$	25.41	
359	DAVIS, JUSTINA G	DAVIS MOREHEAD (SITV	\$ \$	15.25 49.95	
361 363	GOLMORE, QUEENIE T DOSHIER, CHARLES M	NEWPORT	J 1 1 1	s	22.62	
365	MUNRO,IAIN P	CAPE CARTE	RET	\$	65.48	
367	WICHTL DAVID P	NEWPORT		\$	15.00	
369	GILLIKIN, ESSIE W	STRAITS		S	9.67	
371	BROWN,LAURA M	PINE KNOLL	SHORE		27.11	
373	SIMMONS, FRANK A JR.	WHITE OAK		\$	22.78	
375 377	KIES,MICHAEL A RUSSELL.KATHRYN J	WHITE OAK HARLOWE		\$ \$	24.28 2.79	
379	CULPEPPER, JOSEPH E JR.	HARLOWE		\$	51 91	
381	WHITE, ROBERT T	MOREHEAD (CITY	\$	42.16	
383		MOREHEAD (\$	82.31	
385		NEWPORT		\$	11.05	
387	CREECH, DOUGLAS H	MOREHEAD (\$	31.77	
389 391	STEELE,BRANCIE E BEAUCHEMIN,ELISE	MOREHEAD (BEAUFORT	UII Y	\$ \$	4.32 4.94	
391	DEMOGRATION, ELIGE	OLAGE OR I		J	→. ;;	The second secon

393	GLOE, PAUL B II	BEAUFORT	s	80.76	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
395	WILLIS, RICHARD G III	NEWPORT	s	58.86	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
397	HUBBARD, FLARA S	NEWPORT	s	80.66	DISTRICT CHANGE / CORRECTED BILL SENT
399	GILLIKIN, WILLIAM A SR.	HARKERS ISLAND	\$	13.70	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
401	PETERSON, JEFFREY N	ATLANTIC	s	73.42	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
403	EIDENFIELD, DANIEL A	ATLANTIC BEACH	s	67.00	MOTOR VEHICLE BILL RELEASED / MILITARY EXEMPT
405	REYNOLDS, PAUL D III	ATLANTIC BEACH	\$	25.11	BILL RELEASED / BOAT SOLD IN 2007
407	MILLER, THOMAS R	BEAUFORT	s	12.40	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
409	EASTEP, WANDA B	MOREHEAD CITY	s	22.50	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
411	FEIMSTER, JOHN W	MOREHEAD CITY	\$	24.82	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
413	CONCRETE CURBING EXPRESS	MOREHEAD CITY	5	37.78	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
415	STYKES,MATTHEW L	MOREHEAD CITY	S	7.83	MOTOR VEHICLE DISTRICT CHANGE
417	HAMMOND, LEONARD C	HARLOWE	s	58.17	MOTOR VEHICLE DISTRICT CHANGE
419	CASE, GREGORY D	MOREHEAD CITY	\$	12.94	MOTOR VEHICLE BILL RELEASED / MILITARY EXEMPT
421	WRUBEL, JASEN N	WHITE OAK	s	57.37	MOTOR VEHICLE BILL RELEASED / MILITARY EXEMPT
423	SCHMIDT, ALVA R JR.	BEAUFORT	\$	9.15	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
425	ALEXANDER, LOIS C	NEWPORT	\$	24.49	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
427	COPPOLA, HARMONY ANN	BOGUE	\$	28.64	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
429	NEWSOM, VESTA G	MOREHEAD CITY	s	14.31	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
431	COASTAL COURT REP. AGENCY	NEWPORT	\$	5.40	MOTOR VEHICLE VALUE ADJUSTMENT
433	FOLTA, ROBERT T	EMERALD ISLE	s	37.88	MOTOR VEHICLE BILL RELEASED / MILITARY EXEMPT
435	PEREZ, WILLIAM G	WHITE OAK	s	88.62	MOTOR VEHICLE BILL RELEASED / MILITARY EXEMPT
437	SEELEY, MEGAN H	MOREHEAD CITY	\$	18.88	MOTOR VEHICLE HALF MILITARY EXEMPT
439	HAINES, BRUCE A	EMERALD ISLE	s	54.80	MOTOR VEHICLE BILL RELEASED / MILITARY EXEMPT
441	TAYLOR, ANTHONY C	MOREHEAD CITY	s	27.26	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
443	RAY, TERRY L	MOREHEAD CITY	s	4.23	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
445	WHITE, KYLE S	NEWPORT	s	42.38	MOTOR VEHICLE BILL PRO-RATED / TAGS TURNED INTO DMV
447	BAILEY, EDWIN P	MOREHEAD CITY	Š	14.60	MOTOR VEHICLE VALUE ADJUSTMENT
449	PEELER, KIMBERLY A	NEWPORT	\$	82.99	MOTOR VEHICLE BILL RELEASED / MILITARY EXEMPT
			•		TO THE PROPERTY OF THE PROPERT

TOTAL \$ 4,093.27

b. Tax Releases Over \$100

OWENS, NELSON & PATRICIA	BEAUFORT	\$	160.00	BILLED IN ERROR FOR SOLID WASTE
NEISS, CHRISTOPHER B	NEWPORT	s	122.26	MOTOR VEHICLE BILL RELEASED / MILITARY EXEMPT
YOUNG, TERRY C	ATLANTIC BEACH	S	1.237.40	BOATS WERE DOUBLE BILLED / ALREADY LISTED ON SEPARATE PARCEL'S
GARVER, DANIEL B	BEAUFORT	Š		MOTOR VEHICLE BILL RELEASED / MILITARY EXEMPT
CRANK, GLADYS L	BEAUFORT	s		CORRECTED BUILDING VALUE
PITCHER, TIMOTHY M	NEWPORT	•		
PITCHER, TIMOTHY M	NEWPORT			BILLED IN ERROR FOR SOLID WASTE / HAS TRASH PICK-UP / 2004 TAX YEAR
PITCHER, TIMOTHY M	NEWPORT			BILLED IN ERROR FOR SOLID WASTE / HAS TRASH PICK-UP / 2005 TAX YEAR
PITCHER, TIMOTHY M	NEWPORT			BILLED IN ERROR FOR SOLID WASTE / HAS TRASH PICK-UP / 2006 TAX YEAR
PITCHER, TIMOTHY M	NEWPORT	-		BILLED IN ERROR FOR SOLID WASTE / HAS TRASH PICK-UP / 2007 TAX YEAR
CASSIANO, FRANK D/B/A	MOREHEAD CITY	-		BILLED IN ERROR FOR SOLID WASTE / HAS TRASH PICK-UP / 2008 TAX YEAR
STRASSBURG, ROSEMARIE S	HARLOWE			BILLED IN ERROR FOR SOLID WASTE / HAS TRASH PICK-UP
BALDWIN,MIKE	MOREHEAD CITY			BILLED IN ERROR FOR SOLID WASTE / NO ELECTRICITY TO HOUSE
KOROLY, JANE				BOAT BILLED IN ERROR / NOT IN CARTERET COUNTY MOBILE HOME DOUBLE BILLED
CREECH, STEVEN G				
UPTON,AMY L				MOTOR VEHICLE BILL RELEASED / MILITARY EXEMPT
DUDLEY, DONNIE LEE		-		MOTOR VEHICLE BILL RELEASED / MILITARY EXEMPT MOTOR VEHICLE VALUE ADJUSTMENT
LEARY, ALAN & CHRISTIN				
MOREHEAD BLOCK & TILE CO. INC.				BILLED IN ERROR FOR SOLID WASTE / HAS TRASH PICK-UP
REYNOLDS, PAUL & LYNN		-		BILLED IN ERROR FOR SOLID WASTE / VACANT LAND
WILLIS, EUGENE R				BILLED IN WRONG DISTRICT / CORRECTED BILL SENT
DIPIETRANTONIO, MICHAEL S	=	-		SHOULD HAVE RECEIVED ELDERLY EXEMPTION
FENNIE, ELLEN M				BILLED IN ERROR / HABITAT OWEND JAN. 1ST
COLLINS, SAMUEL D				CORRECTED LAND PER REVIEW OF APPRAISER / WETLAND
GILLIKIN BETTE V	=	-		HOUSE CORRECTED / PER APPRAISER
SUGG.JOE S	- · · · · · · · · ·	•		SHOULD HAVE RECEIVED ELDERLY EXEMPTION
HOLZ, WILLIAM	WHITE OAK	3 S	113.32	VALUE REDUCED / PER BOARD OF E & R MOBILE HOME DOUBLE BILLED
	NEISS,CHRISTOPHER B YOUNG,TERRY C GARVER,DANIEL B CRANK,GLADYS L PITCHER,TIMOTHY M PITCHER,TIMOTHY M PITCHER,TIMOTHY M PITCHER,TIMOTHY M PITCHER,TIMOTHY M PITCHER,TIMOTHY M CASSIANO,FRANK D/B/A STRASSBURG,ROSEMARIE S BALDWIN,MIKE KOROLY,JANE CREECH,STEVEN G UPTON,AMY L DUDLEY,DONNIE LEE LEARY,ALAN & CHRISTIN MOREHEAD BLOCK & TILE CO. INC. REYNOLDS,PAUL & LYNN WILLIS,EUGENE R DIPIETRANTONIO,MICHAEL S FENNIE,ELLEN M COLLINS,SAMUEL D GILLIKIN,BETTE V SUGG,JOE S	NEISS, CHRISTOPHER B YOUNG, TERRY C GARVER, DANIEL B CRANK, GLADYS L PITCHER, TIMOTHY M P	NEISS, CHRISTOPHER B YOUNG, TERRY C GARVER, DANIEL B CRANK, GLADYS L PITCHER, TIMOTHY M P	NEISS,CHRISTOPHER B NEWPORT \$ 122.26 YOUNG,TERRY C ATLANTIC BEACH \$ 1.237.40 GARVER,DANIEL B BEAUFORT \$ 105.84 CRANK,GLADYS L BEAUFORT \$ 135.73 PITCHER,TIMOTHY M NEWPORT \$ 145.46 PITCHER,TIMOTHY M NEWPORT \$ 110.00 PITCHER,TIMOTHY M NEWPORT \$ 320.00 PITCHER,TIMOTHY M NEWPORT \$ 368.99 CASSIANO,FRANK D/B/A MOREHEAD CITY \$ 160.00 STRASSBURG,ROSEMARIE S HARLOWE \$ 160.00 BALDWIN,MIKE MOREHEAD CITY \$ 3,004.62 KOROLY,JANE CEDAR POINT \$ 125.00 CREECH,STEVEN G CAPE CARTERET \$ 110.98 UPTON,AMY L CAPE CARTERET \$ 129.86 DUDLEY,DONNIE LEE BEAUFORT \$ 160.00 MOREHEAD CITY \$ 160.00 MOREHEAD CITY \$ 160.00 MOREHEAD CITY \$ 129.86 LEARY,ALAN & CHRISTIN MOREHEAD CITY \$ 160.00 MOREHEAD CITY \$ 160.00 MOREH

TOTAL \$ 9,423.33

c. Tax Refunds Under \$100

Refund\$ 7.71	Remit To: ADAMS,LOUANN 310 W GANNON ZEBULON NC 27597	Reference: 2008 P 0016248 OVERPYMT CK 6081	Drawer/Transaction Info: 20090107 7 1350087
6.08	AMERICAN GENERAL FINANCIAL 278 HIGHWAY 24, STE.G MOREHEAD CITY NC 28557	2008 R 7317.01.05.9766000 OVERPAYMENT CK 144730437	20090127 8 1356173
1.42	AQUINO, PORFIRIO JR 5639 187TH STREET FRESH MEADOW NY 11365222	2008 R 6305.04.73.2729000 OVERPAYMENT CK 390	20090108 8 1351355
7.87	ATKINSON, THOMAS EDWARD 105 SALTY SHORES POINT R NEWPORT NC 28570	2008 V 0210879 ALREADY PD/12/1/09	20090115 50 0
3.06	BACON, KATHRYN MICHELLE PARROTT 1903 SNOWY EGRET DR MOREHEAD CITY NC 28557483	2008 V 0092909 OVERPAYMENT CENTURA MASSPAY 1	20090107 50 1351132
5.85		2008 V 9312265	20090102 50 1344878
7.55	BAILEY, ROBERT W 10815 DEPOT RD WOODLEAF NC 27054	2008 R 7345.17.21.0007000 OVERPAYMENT MASSPAY	20090105 50 1348985
3.17	BALLARD, TIFFANY ROBIN 1289 WETHERINGTON LNDG STELLA NC 28582	2007 V 0085240 OVERPAYMENT VISA CREDIT CARD	20090126 8 1355604
42.66	BANDY, SHELLEY PHILLIPS 313 BOBBY DR NEWPORT NC 28570	2007 V 0190485 ALREADY PAID	20090129 55 0
11.97	BAREFOOT, HERBERT JR ETUX KATHY 262 CEDARWOOD DRIVE SWANSBORO NC 28584	2008 R 5377.02.75.7355000 OVERPAYMENT MASSPAY	20090126 50 1355959
11.57	BATTALLIO, LOIS L 113 DELILAH DRIVE BEAR DE 19701	2008 R 5395.04.64.5343000 OVERPAYMENT MASSPAY	20090126 50 1355988
40.00	BEACHAM, MILDRED M L/T 2322 HIGHWAY 70 BEAUFORT NC 28516	2008 R 7317.03.11.6830000 OVERPAYMENT CHECK # 9872	20090106 23 1349498
19.01	BECKER, LYNN ANN 1250 WESTERN BLVD #L2 JACKSONVILLE NC 28546	2006 V 0149433 OVERPAYMENT VISA CREDIT CARD	20090112 8 1352536
2.00	BENNETT, THOMAS L JR ETUX	2008 R 6365.16.73.5438000	20090102 50 1344874

	. .	an an annual of remained office	
Refund\$	Remit To: 201 ELLWOOD DR RALEIGH NC 27609	Reference: OVERPAYMENT MASSPAY	Drawer/Transaction Info:
9.98	BLAIS, JOSEPH MARTIN 309 HOLLY LN CAPE CARTERET NC 28584	2008 R 6339.16.83.8098000 overpayment on ck 5948	20090102 10 1344662
65.02	BLEVINS, MARION ETUX SONIA 803 LEWISVILLE CLEMMONS LEWISVILLE NC 27023	2008 R 6334.08.88.4756000 OVERPAYMENT MASSPAY	20090102 50 1344916
32.41	BOGUE WATCH LLC 5511 CAPITAL CTR DR #105 RALEIGH NC 27606	2008 R 6305.02.85.0923000 OVERPAYMENT CHECK #1001	20090108 23 1351779
1.88	BOX, JERRY ALLAN 280 HENDERSON DR NEWPORT NC 28570	2008 V 0131411 OVERPAYMENT CK 985004	20090112 8 1353200
3.00	BRAGG, DAVID STEVEN PO BOX 5436 EMERALD ISLE NC 28594	2008 V 9324263 BILL RELEASED	20090126 50 0
6.98	BRAMMER,OTIS WILLIAM 110 LEE AVE EMERALD ISLE NC 285942929	2008 V 0096676 PRORATION	20090130 90 1357030
	BREWER, PATSY BRANN 174 C ST NEWPORT NC 28570	2008 V 0147249 PRORATION	20090123 90 1355239
	BROWN, EDWARD ETUX L/T CAROLYN 166 MANN BLVD NEWPORT NC 28570	2008 R 6339.20.81.4599000 OVERPAYMENT MASSPAY	20090105 50 1348977
8.00	BROWN,T C 4608 WOODBRIDGE DR RALEIGH NC 27612	2008 R 7347.03.41.7295000 OVERPAYMENT CENTURA MASSPAY	20090107 50 1351140
	BROWN, WILLIAM AVERY PO BOX 2418 MOREHEAD CITY NC 28557	2008 V 0127211 ALREADY PAID	20090108 50 0
	BUNTON, DEAN PHILMORE 28973-A PENNINGTON RD ALBEMARLE NC 28001	2008 R 7492.16.93.2535000 OVERPAYMENT CENTURA MASSPAY	20090107 50 1351166
	CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE BEAUFORT NC 28516	2008 P 0098494 POST TO PARCEL# P 0098494/2007	20090123 90 1355181
89.15	CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE	2008 P 0060720 POST TO PAR# 0060720/9070734	20090123 90 1355189
Refund\$	Remit To: BEAUFORT NC 28516	Reference:	Drawer/Transaction Info:
7.20	BEAUFORT NC 28516 CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE BEAUFORT NC 28516	2008 P 0008209	20090123 90 1365190
39.43	CAPTERET COUNTY TAY OFFICE	APPLY TO 2007 TAXES/NO INTERES 2007 R 7306.07.68.5717000	20090123 90 1355201
80.00	302 COURTHOUSE SQUARE BEAUFORT NC 28516 CARTERET COUNTY TAX OFFICE	APPLY TO 2008 TAXES	20090123 90 1355214
40.00	CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE BEAUFORT NC 28516 CARTERET COUNTY TAX OFFICE	2003 R 6327.04.51.9495000 APPLY TO 2005 & 2006 TAXES	
100.00	CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE BEAUFORT NC 28516 CARTERET COUNTY TAX OFFICE	2004 R 6327.04.51.9495000 APPLY TO 2006 & 2008 TAXES	20090123 90 0
	302 COURTHOUSE SQUARE BEAUFORT NC 28516	2003 R 6327.04.51.9286000 APPLY TO 2008 TAXES	20090123 90 1355217
55.97	CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE BEAUFORT NC 28516	2004 R 6327.04.51.9286000 APPLY TO 2008 TAXES	20090123 90 0
24.42	CASTILLE,MARK ROBERT 128 FOREST RIDGE TRL STELLA NC 28582	2008 V 0208884 PRORATION	20090123 90 1355229
2.09	CATON, CHRISTOPHER STEVEN 919 LORD GRANVILLE DR MOREHEAD CITY NC 28557	2008 V 0186041 OVERPAYMENT VISA CREDIT CARD	20090106 8 1349668
7.47	COLCLOUGH, JOSEPH HAROLD 718 SQUIRE LN WILMINGTON NC 28411	2008 V 0198664 PRORATION	20090130 90 1357032
43.18	COLCLOUGH, JOSEPH HAROLD 718 SQUIRE LN WILMINGTON NC 28411	2008 V 0211180 PRORATION	20090130 90 1357033
10.00	CONNER-W LLC 197 SALTER PATH RD PINE KNOLL SHORES NC 28512	2008 R 6338.11.66.8890000 OVERPAYMENT MASSPAY	20090105 50 1348913
2.04	CRABTREE, SHIRLEY SLOAN 119 FIRETOWER RD BEAUFORT NC 28516	2008 V 0153811 OVERPAYMENT MASSPAY	20090126 50 1355982
97.50	CURRIN,C ALLEN ETUX SUE PO BOX 97114 NC 27624	2008 R 6334.08.88.9254107 OVERPAYMENT MASSPAY	20090102 50 1344940
Refund\$	Remit To: DAILEY,LOU 131 CAREFREE LN	Reference: 2008 R 6356.10.47.6420000 OVERPAYMENT CHECK # 1613	Drawer/Transaction Info: 20090127 23 1356167
43.80	MOREHEAD CITY NC 28557 DAVIS, THOMAS LEONARD PO BOX 1131 BEAUFORT NC 28516	2003 V 9325229 SALVAGE VALUE	20090123 90 1355245
37.87	DAVIS, THOMAS LEONARD PO BOX 1131 BEAUFORT NC 28516	2004 V 9325229 SLAVAGE VALUE	20090123 90 1355246
31.11	DAVIS, THOMAS LEONARD PO BOX 1131 BEAUFORT NC 28516	2005 V 9325229 SALVAGE VALUE	20090123 90 1355247
21.48	DAVIS, THOMAS LEONARD PO BOX 1131 BEAUFORT NC 28516	2006 V 9325229 SALVAGE VALUE	20090123 90 1355249
10.11	DAVIS, THOMAS LEONARD PO BOX 1131 BEAUFORT NC 28516	2007 V 9325229 SALVAGE VALUE	20090123 90 1355251
36.34	DAVIS,THOMAS LEONARD PO BOX 1131 BEAUFORT NC 28516	2004 V 0103827 SALVAGE VALUE	20090123 90 1355253
29.09	DAVIS, THOMAS LEONARD PO BOX 1131 BEAUFORT NC 28516	2005 V 0103827 SALVAGE VALUE	20090123 90 1355255
23.01	DAVIS, THOMAS LEONARD PO BOX 1131 BEAUFORT NC 28516	2006 V 0103827 SALVAGE VALUE	20090123 90 1355256
9.64	DAVIS, THOMAS LEONARD PO BOX 1131 BEAUFORT NC 28516	2007 V 0103827 SALVAGE VALUE	20090123 90 1355257
5.08	DAY, KARL DEWAYNE 355 -#2 NEW ROAD BURGAW NC 28425	2008 V 0211286 OVERPAYMENT MASSPAY	20090108 50 1351837
7.79	DESHONG, KYLE LEE 111 CLAYTON DR NEWPORT NC 28570	2005 V 0133860 OVERPAYMENT CHECK # 1560	20090106 23 1349455
36.00	DEVINE, LINDA 108 GANGPLANK RD NEW BERN NC 28562	2008 R 6334.10.37.1261425 OVERPAYMENT CHECK # 515	20090108 23 1351936
23.48	DIXON, GERALD E ETUX MARLENE	2008 P 0024274	20090123 90 1355192

Refund\$	1697 HILL FARM RD	Reference: MOBILE HOME DOUBLE BILLED	Drawer/Transaction Info
12.82	DORITY, GARY EDMUND 225 GALES CREEK RD	2008 V 0178720 OVERPAYMENT MASSPAY	20090120 50 1354776
1.09	DOWNING, RUEY NICHOLS	2008 V 0192320 OVERPAYMENT MASSPAY	20090102 50 1344877
36.39	DOWNS, DENNIS MICHAEL 220 CURT HOLLAND RD	2008 V 0170860 ALREADY PD/12/22/2008	20090107 8 0
10.75	FANNING, FRANCES W ETAL FOUTS	2005 R 5375.20.80.4636000 OVERPAYMENT CENTURA MASSPAY	20090128 50 1356462
1.52	FAVREAU, SANDRA WILLIAMS 413-C HANCOCK ST NEW BERN NC 28560	2008 V 0211406 OVERPAYMENT CENTURA MASSPAY	20090130 50 1356941
2.50	FLYNN, MARGARET ANNA-BRITA 107 ARBORVITAE DR PINE KNOLL SHORES NC 28512	2008 V 0147622 PRORATION	20090123 90 1355230
7.83	FOLEY, SCOTT ANDREW 103 FAIRWAY DR W MOREHEAD CITY NC 28557	2008 V 0178857 OVERPAYMENT VISA CREDIT CARD	20090109 8 1352047
3.04	FORREST, LEA PO BX 130 DAVIS NC 28524	2008 V 0198962 OVERPAYMENT VISA CREDIT CARD	20090107 8 1350091
5.04	FREDENBURG, JOHN LOUIS 304 SOUNDVIEW DR CAPE CARTERET NC 28584	2008 V 0213672 OVERPAYMENT CHECK # 10200	20090115 23 1353727
6.49	FULCHER, HARRY MICHAEL PO BOX 85 ATLANTIC NC 28511	2008 V 0089867 OVERPAYMENT MASSPAY	20090126 50 1355877
2.83	FULCHER, HARRY MICHAEL PO BOX 85 ATLANTIC NC 28511	2008 V 0181639 OVERPAYMENT MASSPAY	20090126 50 1355878
3.54	GILLESPIE,E L ETUX MAGADLENE 4807 GREENBRIAR RD RALEIGH NC 27603	2008 R 6334.06.28.7168000 OVERPAYMENT CHECK # 1798	20090112 23 1352586
27.02	GLOVER, JAMES B ETUX 1003 SALEM ST	2008 P 0035942 BILL RELEASE/ADJ	20090114 50 0
Refund\$	Remit To: WILSON NC 27893	Reference:	Drawer/Transaction Info:
3.05	GREGORY POOLE EQUIPMENT CO P O BOX 469 RALEIGH NC 27606	2008 P 9071078 OVERPAYMENT CK# 10241483	20090105 5 1349254
1.97	GRIFFIN, MAMIE 243 STEEL TANK RD BEAUFORT NC 28516	2008 R 6399.04.63.1361000 OVERPAYMENT MASSPAY	20090102 50 1344884
26.61	GUTHRIE, JAMES G 794 HWY 70 WILLISTON SMYRNA NC 28579	2005 V 0134160 POSTED TO WRONG PARCEL	20090108 23 0
6.83	GUTHRIE, RODNEY NEAL 3609 E HEDRICK DR	2008 V 9308240 PRORATION	20090123 90 1355231
40.00	H K PAGE INVESTMENTS LLC	2008 R 7346.03.03.7805000 OVERPAYMENT MASSPAY	20090106 50 1349915
1.62	HARRIS, WILLIAM K ETUX SHANNON 980 OLD CEDAR ISLAND RD	2008 R 7492.01.09.1063000 OVERPAYMENT MASSPAY	20090112 50 1353077
3.54	HAY, PATRICIA FULLER PO BOX 536	2008 V 0052956 OVERPAYMENT CENTURA MASSRAV	20090116 50 1354372
23.46	HEATH, GENE R D/B/A 10219 CORREE COVE DR	36 2008 R 5374.13.02.9504000 OVERPAYMENT MASSPAY	20090105 50 1349016
1.30	HIGGINS, ALAN W 11800 LEESVILLE RD	2008 P 0003622 OVERPAYMENT CK 6703	20090102 8 1344858
4.64	RALEIGH NC 27613 HOLCOMB, JANE P 1802 OVERLOOK ST	2008 R 6316.04.90.8737000 OVERPAYMENT CENTURA MASSPAY	20090107 50 1351164
2.00	COLUMBUS, GA 319606 HUBBARD, JAMES D ETUX JOY W 300 ELIZABETH DR	2008 R 6356.15.52.5974000 OVERPAYMENT CHECK# 2364	20090102 23 1344947
16.63	MOREHEAD CITY NC 28557 HUCKABY, MICHAEL LYNN 132 GLENDA DR APT C	2008 V 01844444 PRORATION	20090130 90 1357038
1.04	BEAUFORT NC 28516 HUNNINGS, WENDELL LEWIS 312 US 70 WILLISTON	2008 V 0186719	20090108 50 1351877
	SMYRNA NC 28579	OVERPAYMENT MASSPAY	
Refund\$	Remit To: JACKSON, CHRISTOPHER 100 W.MONTAUK HWY.	Reference: 2008 R 6346.12.96.8116000 OVERPAYMENT CK 6096	Drawer/Transaction Info: 20090105 8 1345104
46.24	HAMPTON BAYS NY 11946 JERNIGAN NURSING HM SERV INC 812 SHEPARD ST	2003 R 6386.19.60.9821000	20090123 90 1355209
3.13	MOREHEAD CITY NC 28557 JOHNS JAMES D JR ETUX ANNE 4924 TIMBER OAKS DR	2008 R 7306.15.62.4897000	20090128 8 1356323
1.84	RALEIGH NC 27606 JOHNSON, TOM 2129 SATURN ST	2008 P 0000751	20090109 50 1352340
14.84	FALEIGH NC 27603 JONES, BERNICE R ETUX OLIVIA 1323 SE 17TH ST #659	OVERPAYMENT CENTURA MASSPAY 2008 R 6315.02.99.1058000	
13.23	JONES, JERRIE FL 33316	2008 P 0051514	20090112 8 1352609
60.64	985 HIBBS RD NEWPORT NC 28570 JONES, PELHAM T JR ETUX	OVERPAYMENT MASSPAY 2008 R 7346.14.42.8885000	
2.54	MARSHALLBERG NC 28553 JONES, ROBERT STEVENS	ALREADY PAID 2008 V 0056863	•
30.00	724 TOM MANN RD NEWPORT NC 28570 JONES.SUZANNE	OVERPYMT CK 2125 2008 R 5375 08 97 4620000	20090116 7 1354316
18.00	8703 WINDY MIST SAN ANTONIO TX 78254 JONES, VERLIE ODOM	OVERPAIMENT CK 5187	20090102 8 1344960
8.00	1804 CALICO DR MOREHEAD CITY NC 28557 KEELS FLOOR FASHIONS INC	2008 R 6386.14.24.8053000 OVERPAYMENT CHECK # 5855	20090105 23 1344968
3.68	NEWPORT NC 28570 LAIL, WESLEY TODD	2008 P 9069119 OVERPAYMENT MASSPAY	20090126 50 1355866
	103 WOODRIDGE DR MOREHEAD CITY NC 28557	2007 V 0163945 PRORATION	20090123 90 1355242
1.12	LATIF, JAMES 4 WHISPERING PINES NEWPORT NC 28570	2008 P 0000906 OVERPAYMENT CK 1408	20090108 8 1351799
73.04	LEE, JAMES RICHARD	2008 V 0132239	20090104 0

2008 V 0132239

20090106 8 0

73.04 LEE, JAMES RICHARD

		•	
Refund\$	Remit To: 4105 LANDFALL CT RALEIGH NC 27613	Reference: ALREADY PD/11/21/08	Drawer/Transaction In
40.00	2,015	2008 R 5373.14.33.7983000 OVERPYMT CK 1923	20090122 7 1355105
15.61	LEWIS QUENTIN MCALPINE PO BOX 65 GLOUCESTER NC 28528	2008 V 0136525 OVERPAYMENT MASSPAY	20090126 50 1355916
3.93		2008 R 6385.13.04.3521000 OVERPAYMENT CHECK # 717	20090102 23 1342371
10.70	LINDQUIST, ALAN SEARL	2008 V 0186982 PRORATION	20090123 90 1355233
1.41	NEWPORT NC 28570 LOFTIS, JEANNIE GARDNER 1491 ISLAND RD HARKERS ISLAND NC 28531	2008 V 0186993 OVERPAYMENT MASSPAY	20090112 50 1353117
4.95	MARTELL, CHARLENE SAVAGE 3018 MANDY LN MOREHEAD CITY NC 28557	2008 V 0182282 OVERPAYMENT CENTURA MASSPAY	20090130 50 1356952
45.60	MARTIN, WANDA GAIL 109 TIFFANY WAY BEAUFORT NC 28516	2008 V 0182288 PRORATION	20090130 90 1357031
6.48	MASON, KEITH STEWART PO BOX 418 NEWPORT NC 28570	2008 V 9315356 PRORATION	20090130 90 1357028
5.85	MCLEOD, GORDON EDWARD 1003 CEDARWOOD VLG MOREHEAD CITY NC 28557	2008 V 0080080 PRORATION	20090130 90 1357027
6.00	MICHAEL LINCOLN PO BOX 4130 EMERALD ISLE NC 28594	2008 R 5377.03.23.7743000 OVERPYMT CK 25481	20090128 7 1356256
10.35	MILSTED, CARL S ETUX MARY ANN PO BOX 766 JACKSONVILLE NC 28594	2008 R 6305.02.66.3780000 OVERPYMT CK 4041	20090116 7 1354317
11.49	MORATH, STEVEN P ETUX HOPE 2405 WINDING FOREST TRAIL WAKE FOREST NC 27587	2008 R 6334.05.28.3766000 OVERPAYMENT MASSPAY	20090102 50 1344855
38.42	OMARA,RYAN PATRICK 5129 BOGUE SOUND DR	2008 V 0156811 PRORATION	20090123 90 1355243
Refund\$	Remit To:	Reference:	Draugy/Tyanganhian Info
2.93	EMERALD ISLE NC 28594 OSTERHUS, WENDY NIXON 191 OCEAN DR	2008 V 0158812	Drawer/Transaction Info: 20090126 50 1355899
37.53	NEWPORT NC 28570 PARKER.CHARLES	OVERPAYMENT MASSPAY	20090114 50 0
9.59	P O BOX 566 FOUR OAKS NC 27524 PARKER, MARY JEAN	ALREADY PD/9/9/09 2008 V 0202721	20090130 90 1357029
98.70	115 ORIENTAL CT NEWPORT NC 28570 PEGELOW, DONALD R JR ETAL DEAN	PRORATION 2008 R 6334.09.16.2932201	20090107 8 1350097
2.14	169 BROOKE ROAD FREDERICKSBURG VA 22405188 PHILLIPS, JAMES OTTO	OVERPAYMENT VISA CREDIT CARD	20090102 8 1342440
100.00	616 NELSON NECK RD SEALEVEL NC 28577 PITCHER, TIMOTHY M	OVERPAYMENT VISA CREDIT CARD 2003 P 9068557	
48.62	PO BOX 1517 ATLANTIC BEACH NC 28512	SOLID WASTE ADJUSTMENT	20090123 90 1355193
	PITCHER, TIMOTHY M PO BOX 1517 ATLANTIC BEACH NC 28512	2005 P 9068557 SOLID WASTE ADJUSTMENT	20090123 90 1355194
20.00	PITCHER, TIMOTHY M L/T 564 GALES CREEK RD NEWPORT NC 28570	2004 R 6327.04.51.9495000 SOLID WASTE ADJUSTMENT	20090123 90 1355215
44.03	PITCHER, TIMOTHY M L/T 564 GALES CREEK RD NEWPORT NC 28570	2004 R 6327.04.51.9286000 SOLID WASTE ADJUSTMENT	20090123 90 1355218
5.40	POLLY LLC 291 LIVE OAK ROAD NEWPORT NC 28570	2007 R 6316.04.91.9502000 OVERPYMT CK 1014	20090106 7 1349568
1.67	RASMUSSEN, DOUGLAS RAY 153 SHORE RD NEWPORT NC 28570	2008 V 0182719 OVERPAYMENT MASSPAY	20090123 50 1355524
2.40	RHINE, CHARLENE JOY 426 LAUREL RD BEAUFORT NC 28516	2008 V 0210219 OVERPAYMENT MASSPAY	20090105 50 1348950
3.00	RIOS, DOMINGO LOPEZ 195 9 FOOT ROAD LOT 4 NEWPORT NC 28570	2008 V 0185092 BILL RELEASED	20090126 50 0
Refund\$ 3.25		Reference: 2008 R 6490.01.07.6766000 OVERPAYMENT CENTURA MASSPAY	Drawer/Transaction Info 20090115 50 1354104
36.57		2008 R 5367.04.62.3171000 ALREADY PD/ 11/07/08	20090130 8 0
1.34	ROGERS, MELISSA LEE 708 FISHER ST MOREHEAD CITY NC 28557	2007 V 0164372 OVERPAYMENT CK 2799	20090107 8 1350206
54.64	RUSSELL, CAROL JEAN ETAL RUSSEL 236 GREEN VALLEY LOOP CIBOLO TX 78108	2008 R 7307.01.46.5000000 OVERPAYMENT MASSPAY	20090112 50 1353160
3.57	RUSSELL, CAROLYN JEAN 4827 HIGHWAY 24 NEWPORT NC 28570	2008 V 0150797 PRORATION	20090123 90 1355237
90.87	SAFRIT, ROBERT WILLOUGHBY PO BOX 1036 BEAUFORT NC 28516	2007 V 0132789 PRORATION	20090130 90 1357037
9.84	SALTER, BRIAN K 195 FORT BENJAMIN RD NEWPORT NC 28570	2008 R 6347.01.39.5942000 OVERPAYMENT MASSPAY	20090108 50 1351833
9.74	SALZER, JOHN R ETUX LORRAINE 624 PLAINFIELD DR KNOXVILLE TN 37923	2008 R 6385.15.62.9981000 OVERPYMT CK 5557	20090106 7 1349522
2.53	SCHODEN, WAYNE P 2004 JOSLYN DR MOREHEAD CITY NC 28557	2008 R 6387.13.13.8423000 OVERPYMT CK 4976	20090105 7 1345448
7.11	SEXTON, CHARLES EDWARD PO BOX 765 WILLISTON NC 2858907	2007 V 0189925 PRORATION 65	20090123 90 1355240
5.94	SEXTON, CHARLES EDWARD PO BOX 765 WILLISTON NC 28589	2007 V 9316637 PRORATION	20090123 90 1355241
10.00	SHELBY M FREEMAN 1308 ARENDELL ST MOREHEAD CITY NC 28557	2008 R 6386.18.41.8627000 OVERPYMT CK 1902	20090105 7 1345363
38.06	SHERMAN, ZACK 6443 ASHBROOK VILLAGE DR CANAL WNCHSTR OH 43110	2005 P 0006170 BILLED IN ERROR	20090123 90 1355182
10.15	SINGLETON, THOMAS MCLEAN	2008 R 6346.03.23.7576000	20090114 50 1353631

	Remit To: 1463 HWY 24 NEWPORT NC 28570	Reference: OVERPAYMENT CENTURA MASSPAY	Drawer/Transaction Info:
	SKINNER, MARIE Q P O BOX 778 NEWPORT NC 28570	2008 R 6388.01.07.5084000 OVERPAYMENT MASSPAY	20090105 50 1348939
	SMALL, ERNEST WAYNE 3254 MILL CREEK RD NEWPORT NC 28570602	2008 V 0183434 OVERPAYMENT MASSPAY	20090105 50 1348973
	SMITH, RAYMOND H ETUX VICKIE C 3205 VAN ALLEN CIRCLE GREENSBORO NC 27410	2008 P 0008466 OVERPAYMENT CENTURA MASS	20090109 50 1352404
	SOBKOWSKI,GLEN ALAN PO BOX 275 MARSHALLBERG NC 28553	2008 V 0061561 BILL RELEASED	20090120 50 0
4.32	STEELE, BRANCIE EUGENIA 2412 BAY ST MOREHEAD CITY NC 28557	2008 V 9328471 BILL RELEASED	20060126 50 0
96.93	STELLA FARMS LLC PO BOX 127 STELLA NC 28582	2008 R 5358.04.72.5874000 ALREADY PAID	20090105 50 0
	STOCK, MICHAEL J ETUX ETAL 1200 WELDSTONE COURT ATLANTA GA 30350	2008 R 6305.02.85.5087000 OVERPAYMENT CHECK # 9246	20090108 23 1351253
-	STRUNK, GEORGE THOMAS 1704 CAROLINA AVE NEWPORT NC 28570	2008 V 0157175 PRORATION	20090123 90 1355236
4	SUBURBAN FUNDING CORP 167 PEARSON CIR NEWPORT NC 28570	2008 V 0177595 ALREADY PAID 01/07/08	20080130 50 0
4.23	BULLIVAN, GARY 3645 WILLIE MEASLEY RD LA GRANGE NC 28551	2008 P 0016079 OVERPAYMENT CHECK # 9061	20090115 23 1354067
4.27 8	GUMMERLIN, RANDY ETUX MARLENE 50 TIMOTHY ST GMITHFIELD NC 27577	2008 R 6305.03.01.8349000 OVERPAYMENT MASSPAY	20090108 50 1351816
3	GYCAMORE CREEK LLC 305 TRANSYLVANIA AVE RALEIGH NC 27609	2008 R 6396.19.61.2488301 OVERPAYMENT MASSPAY	20090102 50 1344853
10.00 7	THOMAS, WILLIAM R JR 201 DEBORAH PLACE	2008 R 5383.10.45.1610207 OVERPAYMENT MASSPAY	20090105 50 1349006
Refund\$	Remit To: JACKSONVILLE NC 28540	Reference:	Drawer/Transaction Info
6.54	TULLIS, EVAN R ETUX KATHY L 326 LIVE OAK ST EMERALD ISLE NC 28594	2008 R 5394.17.10.9589000 OVERPAYMENT MASTER CARD	20090122 8 1354968
1.42	VARGAS, GUADALUPE HERNANDEZ 353 HOWARD BLVD APT 903 NEWPORT NC 28570	2008 V 0210586 OVERPAYMENT MASSPAY	20090123 50 1355519
1.09	VAUGHN, BEATRICE ETAL HILL 111 COUNTRY CLUB RD AHOSKIE NC 27910	2008 R 7481.03.33.0672000 OVERPAYMENT CENTURA MASSPAY	20090115 50 1353999
5.91	WALKER, ROBERT ETUX MARTHA ETAL 4160 LAKE WILSON RD WILSON NC 27896	2008 P 0014773 OVERPAYMENT MASSPAY	20090122 50 1355083
52.51	WALKER, WILBUR LINCOLN JR 122 FAIRWAY LN CAPE CARTERET NC 28584	2008 V 0159318 ALREADY PAID	20090105 50 0
2.30	WALSH, EDWARD ALLAN 106 SHADY PATH SWANSBORO NC 28584	2008 V 0159320 OVERPAYMENT CENTURA MASSPAY	20090109 50 1352326
27.03	WATERS, WILLIAM A 407 DOBBS ST ATLANTIC BEACH NC 28512	2007 R 6385.14.23.6092000 LAND VALUE ADJUSTMENT	20090123 90 1355210
26.19	WEAVER, W C JR 6342 WATERS EDGE DR ROCKY MOUNT NC 27803	2008 R 6356.14.34.6750000 OVERPAYMENT CHECK # 8439	20090102 23 1342689
4.57	WEST, MILLARD CHRISTOPHER 152 WALLACE RD BEAUFORT NC 28516	2008 V 0214900 VALUE ADJUSTMENT	20090123 90 1355234
17.03	WHEELS LT 666 GARLAND PLACE DES PLAINES IL 60016	2007 V 0065499 PRORATION	20090123 90 1355228
8.38	WHITE, PATRICIA J PO BOX 245 NEWPORT NC 28570	2008 R 6315.01.15.4723000 OVERPAYMENT CHECK # 7101	20090106 23 1349581
2.15	WICKIZER, KEMP III ETUX CARMEN 407 BARBOUR RD MOREHEAD CITY NC 28557	2008 R 6376.16.84.0945000 OVERPAYMENT MASSPAY	20090108 50 1351860
80.00	WILKERSON, JAMES R ETUX ETHEL 112 PORTSMOUTH LN NEWPORT NC 28570	2004 R 6346.03.03.7803000 SOLID WASTE ADJUSTMENT	20090123 90 1355211
Refund\$			
88.23	Remit To: WILLIAMS, PAMELA HOUSE 235 HICKORY SHORES DR NEWPORT NC 28570	Reference: 2008 V 060856 OVERPAYMENT CHECK # 1445	Drawer/Transaction Inf 20090112 23 1353130
10.70	WILLIS, BERKLEY CARROLL 325 MARTIN ST APT C LONGMONT CO 80501	2008 V 0159411 PRORATION	20090123 90 1355235
25.52		2008 V 9323610 PRORATION	20090130 90 1357035
8.95		2008 V 0208468 PRORAITON	20090130 90 1357036
2.80	110 20310	200@ V 0210735 OVERPAYMENT MASSPAY	20090102 50 1344943
6.73	110 20370	2008 V 0161240 BILL RELEASED	20090112 50 0
7.42	WILLIS, NANCY M 531 DEER CREEK DR CAPE CARTERET NC 28584	2008 P 9071005 OVERPAYMENT MASSPAY	20090102 50 1344951
3.00	WILSHIRE CREDIT CORPORATION 14523 SW MILLIKAN WAY, STE 200 BEAVERTON OR 97005	2008 R 6376.11.56.4925000 OVERPAYMENT CK 350974	20090121 8 1354900
4.87	WILSON, TERRY WAYNE	2008 P 9066715 OVERPAYMENT CENTURA MACCRAY	20090128 50 1356490
2.00	YELVERTON, SADIE HEIRS 1914 FIFTH ST NW	2007 R 6386.19.51.4928000 OVERPYMT CK 870	20090108 7 1351864
2.32	PO BOX 219	2007 V 0194103 PRORATION	20090123 90 1355244
3,297.86	HARKERS ISLAND NC 2853102 Total Refunds	219	

3,297.86 Total Refunds

c. Tax Refunds Over \$100

Refund\$ 434.21	Remit To: ABDALLA,THOMAS L PO BOX 249 SELMA NC 27576	Reference: 2008 R 6366.15.52.0876000 ALREADY PAID	Drawer/Transaction Info: 20090102 50 0
106.80	AFM INVESTMENTS LLC ETAL PO DRAWER 12346 NEW BERN NC 28561	2008 R 6334.08.88.7369117 OVERPAYMENT MASSPAY	20090105 50 1349004
174.00	ALDRIDGE, CLYDE DETUX ETAL 5735 HEATHERSTONE DR RALEIGH NC 27606	2008 R 6334.10.27.8237301 OVERPAYMENT MASSPAY	20090105 50 1348948
191.17	ALLEN, LAWRENCE C ETUX LORI P PO BOX 1838 GOLDSBORO NC 27530	2008 R 6356.14.43.1939000 ALREADY PAID	20090105 50 0
125.36	ALLEN, LAWRENCE C ETUX LORI P PO BOX 1838 GOLDSBORO NC 27530	2008 R 6356.14.44.1207000 ALREADY PAID	20090105 50 0
235.53	ALLEN, LAWRENCE C ETUX LORI P 810 PARK AVE GOLDSBORO NC 27530	2008 R 6356.14.44.1145000 ALREADY PAID	20090105 50 0
126.07	ALLEN, ZEPHYR H L/T 3721 SAGE DRIVE GREENSBORO NC 27410	2008 R 6334.08.88.5182110 OVERPAYMENT MASSPAY	20090102 50 1344920
3,004.62	BALDWIN,MIKE 1015 CPMFEREMCE DR GREENVILLE NC 27858	2008 P 0014607 BILL RELEASED/IN OTHER STATE	20090105 50 0
196.65	BALLOU, BARRY 117 HODGES STREET MOREHEAD CITY NC 28557	2008 R 6376.14.33.2867000 ALREADY PAID	20090108 5 1351911
1,544.69	BARBOUR, NANCY S ETAL EDWARDS PO BOX 175 GLOUCESTER NC 28528	2008 R 7346.01.26.1190000 ALREADY PAID	20090105 50 0
150.10	BB&T OF NORTH CAROLINA PO BOX 167 WINSTON SALEM NC 27102	2008 P 0009601 BILLED IN ERROR FOR EQUIPMENT	20090123 90 1355179
142.03	BB&T OF NORTH CAROLINA PO BOX 167 WINSTON SALEM NC 27102	2007 P 0009601 BILLED IN ERROR FOR EQUIPMENT	20090123 90 1355180
221.91	BB&T OF NORTH CAROLINA PO BOX 167 WINSTON SALEM NC 27102	2007 R 6376.16.83.1104000 BILLED IN ERROR FOR EQUIPMENT	20090123 90 1355206
165.34	BB&T OF NORTH CAROLINA	2008 R 6376.16.83.1104000	20090123 90 1355207
Refund\$	Remit To: WILSON NC 27896	Reference:	Drawer/Transaction Info:
162.90	CAKE, SARA H 127 PRIVATE LN NASHVILLE NC 27856	2008 R 6334.10.37.1261221 OVERPAYMENT MASSPAY	20090102 50 1344909
167.10	CAMPBELL, ROBERT R ETUX 205 STRATFORD RD GOLDSBORO NC 27534	2008 R 6334.10.27.8237517 OVERPAYMENT CK 9260	20090105 8 1344998
1,304.50	CARDON, MARVIN G 119 LOBLOLLY DR	2008 R 6355.19.72.1165000 ALREADY PAID	20090105 50 0
191.25	PINE KNOLL SHORES NC 28512 CARPENTER, J RANDOLPH ETUX NANC PO BOX 476 SALTER PATH NC 28575	2008 R 6334.09.06.6780204 OVERPAYMENT MASSPAY	20090102 50 1344914
397.50	CARTERET COUNTY TAX OFFICE	2008 R 6305.04.63.833512B POST TO PARCEL# ABOVE	20090102 50 0
397.50	CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SOUARE	2008 R 6305.04.63.833508B POST TO PARCEL# ABOVE	20090102 50 0
838.00	CARTERET COUNTY TAX OFFICE	2008 R 5383.07.79.16570B3 POST TO PARCEL# ABOVE	20090102 50 0
2,185.00	CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SOUARE	2008 R 6356.16.82.9621C33 POST TO PARCEL# ABOVE	20090102 50 0
1,874.50	CARTERET COUNTY TAX OFFICE	2008 R 6356.20.82.8494A24 POST TO PARCEL# ABOVE	20090102 50 0
368.00	CARTERET COUNTY TAX OFFICE	2008 R 6376.15.64.673600B POST TO PARCEL# ABOVE	20090102 50 0
129.03	BEAUFORT NC 28516 CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE BEAUFORT NC 28516	2008 P 0016107 POST TO PARCEL# ABOVE	20090102 50 0
397.50	CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE BEAUFORT NC 28516	2008 R 6305.04.63.833510B POST TO PARCEL# ABOVE	20090102 50 0
946.10	CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE BEAUFORT NC 28516	2008 R 5383.07.69.65870B1 POST TO PARCEL# ABOVE	20090102 50 0
Refund\$	Pemit To	ne e	
969.10	Remit To: CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE BEAUFORT NC 28516	Reference: 2008 R 5383.07.69.65870B3 POST TO PARCEL# ABOVE	Drawer/Transaction Info 20090102 50 0
1,688.64	CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE BEAUFORT NC 28516	2008 R 6315.02.89.8777000 POST TO PARCEL# ABOVE	20090105 50 0
397.50	CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE BEAUFORT NC 28516	2008 R 6305.04.63.833503B POST TO PARCEL# ABOVE	20090105 50 0
320.00	CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE BEAUFORT NC 28516	2008 R 6305.04.63.900907C POST TO PARCEL# ABOVE	20090105 50 0
320.00	CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE BEAUFORT NC 28516	2008 R 6305.04.63.61190C6 POST TO PARCEL# ABOVE	20090105 50 0
320.00	CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE BEAUFORT NC 28516	2008 R 6305.04.63.61190C4 POST TO PARCEL# ABOVE	20090105 50 0
211.94	CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE BEAUFORT NC 28516	2008 P 0 004313 POST TO PARCEL# P 0016367	20090105 50 0
397.50	CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE BEAUFORT NC 28516	2008 R 6305.04.63.833514B POST TO PARCEL# ABOVE	20090105 50 0
1,180.06	CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE BEAUFORT NC 28516	2008 R 6386.05.09.9377000 POST TO PARCEL# ABOVE	20090105 50 0
431.83	CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE BEAUFORT NC 28516	2008 R 6315.02.76.6998000 POST TO PARCEL# ABOVE	20090105 50 0
1,200.00	CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE BEAUFORT NC 28516	2008 R 6346.142.97.9250000 TO PAY NSF CK	20090106 8 0
1,966.50	CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE BEAUFORT NC 28516	2008 R 6356.20.92.0461B13 POST TO PARCEL# ABOVE	20090107 50 0
573.50	CARTERET COUNTY TAX OFFICE 302 COURTHOUSE SQUARE BEAUFORT NC 28516	2008 R 6385.14.43.529100D POST TO PARCEL# ABOVE	20090115 50 0
291.38	CARTERET COUNTY TAX OFFICE	2005 P 9068557	20090123 90 0

Refunds	Remit To: 302 COURTHOUSE SQUARE	Reference:	Data and (m
144.87	CAPTERET COUNTY TO STATE OF THE COUNTY TO STA	POST TO 2004,2007&2008 TAXES 2008 R 6326.03.41.6418000	Drawer/Transaction Info:
320.00	BEAUFORT NC 28516	APPLY TO R 6326.03.41.4741000 2008 R 6305.04.63.61190C2	20090123 90 1355200
2,969.21	BEAUFORT NC 28516 CHENEY, MICHAEL ETHY DENNY	POST TO PARCEL# ABOVE 2008 R 5383.11.66.4552000	20090128 50 0
1,275.00	OAK RIDGE NC 27310 CHERRY JULIUS B 18	ALREADY PAID 2008 R 6375.13.02.8879000	20090105 50 0
450.00	FO BOX 1424 KINSTON NC 28501 CHRISTIAN DANNY F FTLY CLOR	ALREADY PD/WHITE&ALLEN ATT	20090109 50 0
2,075.00	NEWPORT NC 28570 CITIMORTGAGE, INC	2008 R 6357.01.25.2204000 ALREADY PD/WELLS FARGO HOME	20090115 50 0
717.82	5280 CORPORATE DRIVE FREDRICK MD 21703 CLARK ANDREW B STUV CARRES	2008 R 6334.10.37.1261520 OVERPYMT CK 121532629	20090106 7 1349540
166.50	GREENSBORO NC 27416 CLARK, DOUGLAS B ETHY CAPOL	2008 R 6324.12.96.2325000 OVERPAYMENT MASSPAY'	20090105 50 1348935
374.73	DAVIS JAMES	2008 R 6334.10.27.8237513 OVERPAYMENT MASSPAY	20090102 50 1344876
1,523.40	498 THORNE TREE DR BOONE NC 28607 DELOSO JOAQUIN L ETUX JOANNE	2008 P 0011844 OVERPAYMENT MASSPAY	20090108 50 1351876
2,028.06	CARY NC 27513	2008 R 6314.15.53.0331000 ALREADY PAID	20090105 50 0
1,006.10	NEWPORT NC 28570	2008 R 6304.00.09.1780000 ALREADY PAID	20090105 50 0
106.65	DR ASSOCIATES LLC PO BOX 310 HARKERS ISLAND NC 28531	2008 R 7335.19.62.6236000 ALREADY PAID	20090105 50 0
106.65	DUPREE, WILLIAM A III 325 MARLOWE RD	2008 R 6385.14.42.8619000 OVERPAYMENT CK 3471	20090107 8 1350077
Refund\$	Remit To: RALEIGH NC 27609	Reference:	Drawer/Transaction Info:
631.00	EARNHARDT, DANIEL ETUX PATRICIA	2008 R 6395.13.02.0761001 ALREADY PAID/SECU	20090102 8 0
1,399.73	GREENVILLE NC 27858 EMERALD BY THE SEA LLC PO BOX 2227	2008 R 6324.11.66.9285000 ALREADY PAID	20090105 50 0
2,766.07	LILLINGTON NC 27546 EVA PROPERTIES LLC PO DRAWER 850	2008 R 5394.19 62 4433000	20090109 50 0
1,263.50	BURLINGTON NC 27416 EVERIDGE, DAVID W ETUX CECELIA 4200 LAKE CLIFF DR	ALREADY PD/HOLT LONGEST ATT 2008 R 6395.00.79.2523412	20090102 50 0
430.48	CLEMMONS NC 27012 EXPREZIT! CONVENIENCE STORES	ALREADY PAID 2008 P 0099539	20000105 52
336.11	CHAPEL HILL NC 27517 FENNIE DERK ETUX DEBORAH	ALREADY PAID 2007 R 5373.16.74.9296000	
132.53	GREENSBORO NC 27455 FETZER, BRIAN E	LAND VALUE ADJUSTMENT	20090123 90 1355199
130.50	329 OSCAR HILL RD NEWPORT NC 28570 FINCH, NELL A ETAL	2008 R 6337.01.28.7406000 OVERPYMT CK 12461	20090108 7 1351875
	3412 CANDOR ROAD RALEIGH NC 27609	2008 R 6334.08.88.9254703 OVERPAYMENT MASSPAY	20090102 50 1344919
1,097.93	GENTRY, SHAWN A ETUX SHEILA 160 SUMMIT DR TODD NC 28684	2008 R 6386.19.50.7675000 OVERPAYMENT CHECK #5879	20090106 23 1349532
526.52	GLENN O'KEITH FISHER ATTORNEY 2505 HENDERSON DRIVE JACKSONVILLE NC 28546	2008 R 5385.00.85.6747000 OVERPAYMENT CK 60740	20090107 8 1350082
329.97	GNASH, NOEL S 808 LORD GRANVILLE MOREHEAD CITY NC 28557	2008 R 6386.19.62.6143000 ALREADY PAID	20090102 50 0
1,541.00	GOOCH, JAMES E ETUX ETAL 1951 SOUTH CHURCHILL DR WILMINGTON NC 28403	2008 R 6385.13.12.8945000 ALREADY PAID	20090123 50 0
793.00	GROBUSKY, CHARLES L ETUX PEGGY	2008 R 6356.13.03.8369158 ALREADY PAID	20090105 50 0
	ROCK HILE SC 29732		
Refund\$ 1,512.56	Remit To: HARRIS, WALKER ETUX MARGARET 3104 SURREY ROAD DURHAM NC 37707	Reference: 2008 R 6355.19.62.3307000 ALREADY PAID	Drawer/Transaction Info: 20090105 50 0
140.00	HAYES, GEORGE M ETAL ELVA TR PO BOX 1228	2006 R 6387.10.25.8258000 SOLID WASTE ADJUSTMENT	20090130 90 1357044
351.46	HERMLEY, SHAWN R ETUX LAUREN S	2008 R 7306.19.51.4426000 ALREADY PAID	20090107 50 0
145.83	HILL, JAMES A ETUX AH CHING	2008 R 6305.03.22.6644000 BUILDING VALUE ADJUSTMENT	20090123 90 1355205
1,316.89	HILL, ROBERT L SR 1301 MAIN STREET	2008 R 6375.12.85.8635000 ALREADY PAID	20090105 50 0
700.00	HOLLAR, JERRY R ETUX JOAN 8302 LAUREL ACRES CT	2008 R 6355.19.50.9940000 ALREADY PD/FIRST AMERICAN	20090105 B 0
697.50	INLAND PROPERTIES GROUP LLC 2894 BELGRADE SWANSBORD MAYSVILLE NC 28555	2008 R 6305.03.43.0433000 ALREADY PAID	20090105 5 1348563
121.80	JONES, GEORGE ROY 1234 CREEK RD MOREHEAD CITY NC 28557	2008 R 6356.07.78.0650000 ALREADY PAID	20090105 50 0
189.75	JONES, PELHAM JR PO BOX 219 MARSHALLBERG NC 28553	2008 R 7346.15.62.7884000 ALREADY PAID	20090108 50 0
135.36	JORDAN, WILLIAM R 2014 LITHO PLACE FAYETTEVILLE NC 28304	2008 R 6344.05.08.1628000 OVERPAYMENT MASSPAY	20090105 50 1348944
135.36	JORDAN, WILLIAM R 2014 LITHO PLACE FAYETTEVILLE NC 28304	2008 R 6344.05.08.3702000 OVERPAYMENT MASSPAY	20090105 50 1348945
4,229.56	JORDAN, WILLIAM R ETUX JEAN 2014 LITHO PLACE FAYETTEVILLE NC 28304	2008 R 6344.05.08.1490000 OVERPAYMENT MASSPAY	20090105 50 1348947
2,898.00	LANE, DON G ETUX PHYLLIS PO BOX 2227 LILLINGTON NC 27546	2008 R 6344.08.99.8848000 ALREADY PAID	20090105 50 0
150.00	LEWIS, DOUGLAS H ETUX SUE A	2008 R 6338.03.20.4637000	20090105 23 1349255

Refund\$	Remit To: 217 BRANDYWINE BLVD MOREHEAD CITY NC 28557	Reference: OVERPAYMENT CHECK # 986	Drawer/Transaction In
134.76		2008 R 6347.02.56.1334000 ALREADY PAID	20090107 50 0
1,408.97		2008 R 6375.06.83.4080000 ALREADY PAID	20090105 50 0
230.00		2008 R 6376.06.48.0885000 OVERPAYMENT MASSPAY	20090105 50 1348937
859.07		2008 R 6356.04.17.8589000 ALREADY PAID	20090105 50 0
141.46		2007 R 6375.14.43.0910000 SQUARE FOOTAGE ADJUSTMENT	20090130 90 1357041
141.46		2008 R 6375.14.43.0910000 SQUARE FOOTAGE ADJUSTMENT	20090130 90 1357043
714.86	MCKAY, BRYAN K ETUX MELODY C 3210 OLD GATE RD MOREHEAD CITY NC 28557	2008 R 6376.11.65.3878000 ALREADY PAID	20090102 50 0
125.00	MEADOWS, LOIS C ETAL MEADOWS 164 CEDAR POINT BLVD SWANSBORO NC 28584	2008 R 5364.16.82.9739000 SOLID WASTE ADJUSTMENT	20090130 90 1357040
135.36	MGM INC 224 BRANDYWINE BLVD MOREHEAD CITY NC 28557	2008 R 6376.05.27.1733000 ALREADY PAID	20090105 50 0
728.90	MGM INC 224 BRANDYWINE BLVD MOREHEAD CITY NC 28557	2008 R 6376.06.37.7936000 ALREADY PAID	20090112 50 0
378.00	MILLER, MICHAEL J 54 ARPAGE DRIVE EAST SHIRLEY NY 11967	2008 R 6338.11.66.4211000 ALREADY PAID	20090123 50 0
148.50	MORTON & OGLESBY CONST INC 115 TWIN OAKS LANE NEWPORT NC 28570	2008 R 7306.08.87.0868000 ALREADY PAID	20090107 50 0
2,261.30	NARRON, JUSTIN WORTH 205 BOGUE DRIVE	2008 R 6376.14.34.813900J OVERPAYMENT CK# 3055	20090108 5 1351955
Refund\$	Danih m	,	
1,528.00	Remit To: MOREHEAD CITY NC 28557 NATHAN DANNY ETUX DIANE ETAL	Reference: 2008 R 6385.20.72.6426000	Drawer/Transaction Info:
133.20	ZUS CHERRY LAUREL DR CLAYTON NC 27527 NEFF.RONALD DAVID	ALREADY PAID	20090121 50 0
725.30	111 LUGANO RD NEW BERN NC 28562 NOBLES, JOHN E JR ETAL NOBLES 4119 SOUND DR	2007 V 0187238 PRORATION 2008 R 6386.20.80.9994304	20090130 90 1357039
546.36	4119 SOUND DR MOREHEAD CITY NC 28557 O'CONNELL, STEPHEN ETUX INGRID 301 WEXFORD PLACE	ALREADY PAID	20090105 50 0
1,010.50	PACHECO, JAMES M ETUX REGINA 2801 CRYSTAL OAKS LN	2008 R 7306.18.30.1542000 ALREADY PAID/FIRST AMERICAN 2008 R 6314.16.73.5827000	20090115 50 0
4,020.74	PIVERONE PROPERTIES LLC 502 EAST FRANKLIN STREET	2008 R 6334.08.89.9397000	20090105 5 1349177
119.79	RALEIGH NC 27604 POWELL, ALFRED ETUX MARGIE 2137 PEACE RIDGE RD	OVERPAYMENT CK# 1069 2008 P 0015865 ALREADY PAID	20090122 50 0
1,217.50	POWELL, CYNTHIA 201 RUTHERGLEN DR	2008 R 6365.19.62.4112102 ALREADY PAID	20090102 50 0
714.95	PREVATTE, STEVEN H 3802 CHARLESTON CT	2008 R 6344.07.59.6466002 ALREADY PAID	20090105 50 0
1,666.04	PSF & WW INVESTMENTS LLC PO BOX 4340 EMERALD ISLE NC 28594	2008 R 5383.11.76.2519000 ALREADY PAID	20090105 50 0
563.03	RAGAN, ANTHONY G ETAL GOSART 9467 HESTER COURT HARRISBURG NC 28075	2008 R 6490.03.44.8830000 ALREADY PAID	20090105 50 0
626.90	RAUSCHENBERG, CARL H ETUX MARGA 340 SHORESIDE DR SWANSBORO NC 28584	2008 R 5375.01.17.1354000 ALREADY PAID'	20090105 50 0
716.96	REID, DONALD A ETUX GAIL 612 LEVENHALL DR FAYETTEVILLE NC 20314	2008 R 5366.02.56.7733000 ALREADY PAID	20090105 50 0
Refund\$	Remit To:	. · · · · · · · · · · · · · · · · · · ·	
238.98	REMETIO: NICHAEL ETUX LYNDA 2221 CRAB POINT LOOP RD MOREHEAD CITY NC 28557	Reference: 2008 R 6387.18.40.9316000 ALREADY PAID	Drawer/Transaction Info: 20090126 50 0
458.47	RINNE, GLENN A P.O BOX 2503 ROCKY MOUNT NC 27802	2008 R 6304.17.10.3617000 OVERPYMENT CHECK # 55881527	20090106 23 1349513
2,506.30	ROGERS, JOHN C ETUX ETAL THARRI PO BOX 527	2008 R 6304.19.51.9651000 ALREADY PAID	20090107 50 0
536.50	ROSE, GEORGE E JR ETUX 108 CAMP MOREHEAD DR	2008 R 7306.12.87.9402000 ALREADY PAID	20090112 50 0
394.31	MOREHEAD CITY NC 28557 ROUGH DRAFT CHARTERS LLC 1015 CONFERENCE DR	2008 R 6386.20.91.9602040 ALREADY PAID	20090105 50 0
988.13	GREENVILLE NC 27858 ROUSSO, JOY JUN ETAL ROUSSO 7520 VALLEYBROOK RD	2008 R 6305.04.53.9025000	20090105 50 0
1,072.26	CHARLOTTE NC 28270 SAWYER, HILTON E ETUX HELEN J 145 HONEY POD FARM RD	ALREADY PAID 2008 R 6314.16.94.1594000	20090105 50 0
498.75	SCIBAL, JOHN R ETUX RHONDA	ALREADY PAID 2008 R 6385.20.92.4338144	
1,657.59	MOREHEAD CITY NC 28557 SEASIDE GROUP LLC	ALREADY PAID	20090105 50 0
	PO BOX 1347 MOREHEAD CITY NC 28557	2008 R 6334.07.68.6094000 ALREADY PAID	20090105 50 0
829.59	SHAH, NIPABEN ASHOKKUMAR 3465 HIGHWAY 24 NEWPORT NC 28570	2008 V 0210351 OVERPYMT CK 1015	20090108 7 1351829
167.10	SHERRON, RONALD H ETUX D/B/A 3920 MUHLENBERG CT BURLINGTON NC 27215	2008 R 6334.10.27.8237512 OVERPAYMENT MASSPAY	20090108 50 1351826
162.59	SHRADER, JOE S ETUX JANE L 2804 TUCKER BULLOCK RD STOKES NC 27884	2008 R 6334.08.78.9917000 OVERPAYMENT CENTURA MASSPAY	20090107 50 1351173
1,596.88	SLEEPY CREEK FARMS INC PO BOX 10009	2008 R 6385.13.03.5386000 ALREADY PAID	20090102 50 0
152.19	GOLDSBORO NC 27532 SMITH, MICHELLE B	2008 R 6348.06.49.7856000	20090109 23 1352463

Refund\$	Remit To: 206 WATERS EDGE DRI NEWPORT	VE NC 28570	Reference: OVERPAYMENT CHECK # 57270658	Drawer/Transaction Info:
1,051.08	SMITH, WILLIAM K II 1609 QUAKER RIDGE PO RALEIGH	DINT NC 27615	2008 R 5373.15.73.4355000 ALREADY PAID	20090102 50 0
658.88	STOKES, VICKIE 757-C EATMON ROAD ZEBULON	NC 27597	2008 R 6305.04.54.9550000 OVERPAYMENT MASSPAY	20090105 50 1349034
597.34	STROUD, ANDRE 15083 GAINES MILL CI HAYMARKET	RCLE VA 20169	2008 R 6328.01.18.4062000 ALREADY PAID	20090106 50 0
217.15	STYRON, RICHARD W ETU PO BOX 7 DAVIS	X BEVERLY NC 28524	2008 R 7369.03.21.0043000 OVERPAYMENT MASSPAY	20090112 50 1353257
160.00	SWAIN, JEFFREY D PO BOX 144 SMYRNA	NC 28579	2007 R 7347.01.36.6514000 SOLID WASTE ADJUSTMENT	20090123 90 1355203
140.00	SWAIN, JEFFREY D PO BOX 144 SMYRNA	NC 28579	2006 R 7347.01.36.6514000 SOLID WASTE ADJUSTMENT	20090123 90 1355204
260.70	THE BANK OF NEW YORK PO BOX 10232 SIMI VALLEY	AS TRUSTE	2008 R 6397.02.98.0928000 OVERPYMT CK 6222607	20090120 7 1354711
1,246.58	TURNER, STEVEN ETUX S 1125 HARVEY ST RALEIGH	USAN NC 27608	2008 R 5383.13.04.1473000 ALREADY PD/FIRST AMERICAN	20090105 8 0
1,246.58	TURNER, STEVEN ETUX S 1125 HARVEY ST RALEIGH	USAN NC 27608	2008 R 5383.13.04.1473000 ALREADY PD/FIRST AMERICAN	20090105 8 0
310.63	TYNDALL,CARL H 359 HUNTINGRIDGE RD GREENVILLE	NC 27834	2008 R 6386.20.72.8147000 ALREADY PAID	20090105 50 0
21,619.93	WALGREENS-TAX MS #14 104 WILMOT RD DEERFIELD	35 IL 60015	2008 BILL#S 342016 & 342015 PAID INCORRECTLY	20090107 5 0
556.54	WHALER INN OWNERS AS PO BOX 220 ATLANTIC BEACH	SOCIATION NC 28512	2008 P 0060383 OVERPAYMENT CHECK # 18582	20090108 23 1351766
140.00	WILKERSON, JAMES R ET 112 PORTSMOUTH LN	UX ETHEL	2005 R 6346.03.03.7803000 SOLID WASTE ADJUSTMENT	20090123 90 1355212
Refun	d\$ Remit To: NEWPORT	NC 28570	Reference:	Drawer/Transaction Info:
140.	00 WILKERSON, JAMES R 1 112 PORTSMOUTH LN NEWPORT	NC 28570	2006 R 6346.03.03.7803000 SOLID WASTE ADJUSTMENT	20090123 90 1355213
333.	97 WILLIS PROPERTIES 1 PO BOX 340 MOREHEAD CITY	LC NC 28557	2008 R 6337.04.71.7443000 OVERPAYMENT CK 7725	20090120 8 1354483
760.	101 JONED ST SWANSBORO	NC 28584	2008 R 5374.15.54.042400 OVERPAYMENT CHECK # 11791	20090108 23 1351907
5,224.	49 XIRINACHS, MICHAEL E 221 RIVENDELL CT MELVILLE	TUX PATRICI NY 11747	2008 R5393.07.68.2851000 ALREADY PD/FIRST AMERICAN	20080106 8 0
138,525.	72 Total Refunds			

3. (a) Health Department - \$4,207 (Appropriate Additional State Funding)

Department: Health

Date: 1/15/2009

Justification:

Due to increase in participants, Health Department is receiving additional funds.

Fund	Revenue/ Expenditure	Description	Account Number	Decrease	Increase
General Fund	Revenue	St. Cont. Client Services St. Cont. WIC Nutrition	110.50.3515.306 110.50.3515.302		\$ 3,366.00 \$ 841.00
	Total Revenue				\$ 4,207
	Expenditures	Supplies & Materials Small Equipment Educational Supplies	110.50.5155.200 110.50.5155.280 110.50.5154.220		\$ 1,366 \$ 2.000 \$ 841
	Total Expenditures	,		•	\$ 4207

3. (b) Project Budget Ordinance Amendment (QZAB) \$1,726,452

Fiscal Year 2008-2009

Fund: 2006 / 2007 Series School Renovation Project Ordinance

Date: 02/16/2009

Justification: To reduce bond funding for Newport Elementary due to QZAB funding

Fund		Description	Account Number	Increase	Decrease	
2006 School Renovation	Expenditures					
	Newport Elementary	HVAC Roofing	434.70.6450.10000 434.70.6450.25000		1,344,693 381,759	
		Undistributed Bond Proceeds	434.98.8100.90000	1,726,452		
		Total Adjustment		1,726,452	1.726.452	

4. Award of Contract for DSS Roof Replacement

FROM:

Bill Zaist, County Engineer

SUBJECT: Award Contract for Roof Replacement Construction

This is a request to award a contract in the amount of \$93,001 to Coastal Heritage Builders for Replacement of the Roof on the Department of Social Services (DSS) Building in Beaufort.

BACKGROUND

In April 2008 the roof system on the DSS Building was inspected. A thorough investigation revealed damaged flashing throughout the building requiring large areas of roof replacement in order to correct the flashing problem. Since more than 50% of the roof would be disturbed, it was recommended to replace the entire roof. Bids were received for replacing the roof system on December 18, 2008. The bid results were as follows:

Contractor	Base Bid
Coastal Heritage Builders Owens Roofing, Inc. Reginald L. Riggs Contracting Murray Commercial Roofing Systems Curtis Construction Co, Inc. Guaranteed Systems, Inc Advanced Roofing Company Jerry Lawrence Contracting Alpha Omega Builders T. R. Driscoll, Inc. B & M Construction Inc Singles Roofing Baker Roofing	\$ 93,001 \$ 98,989 \$103,428 \$121,117 \$121,469 \$127,000 \$130,300 \$135,900 \$141,680 \$141,900 \$156,026 \$158,401 \$196,550
P & R Roofing Inc.	\$247,605

Funds for this construction work are approved in the current DSS Budget.



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

> This document has important iegal consequences

> Consultation with an attorney

is encouraged with respect to its completion or modification

AiA Document A201**-2007 General Conditions of the

Contract for Construction, is adopted in this document by reference. Do not use with other

general conditions unless this document is modified.

AGREEMENT made as of the Sixteenth day of February in the year Two Thousand Nine

(In words, indicate day, month and year)

BETWEEN the Owner.

(Name, address and other information)

County of Carteret County Administration Building 302 Courthouse Square

Beaufort, NC 28516

and the Contractor: (Name, address and other information)

Coastal Heritage Builders, General Corporation P. O. Box 340 Morehead City NC 28557 Telephone Number: (252) 726-1807 Fax Number: (252) 726-6263

for the following Project: (Name, location and detailed description)

Carteret County Social Services Roof Replacement 210 Craven St. Beaufort, NC 28516 Roof Replacement

The Architect: Engineer: (Name, address and other information)

Roof Engineering, Inc. 704 Cromwell Drive, Suite A Greenville, NC 27858 Telephone Number: 252-752-1992 Fax Number: 252-752-1985

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- THE CONTRACT DOCUMENTS
- THE WORK OF THIS CONTRACT
- DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- CONTRACT SUM
- PAYMENTS
- DISPUTE RESOLUTION
- TERMINATION OR SUSPENSION
- MISCELLANEOUS PROVISIONS
- **ENUMERATION OF CONTRACT DOCUMENTS**
- INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement. Conditions of the Contract (General, Supplementary and other Conditions), Drawings. Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in

the Contract Documents to be the responsibility of others. ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date of this Agreement or. will be fixed in a notice to proceed.) The commencement date will be fixed in a notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests. the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Thirty (30) days from the date of commencement or as follows: (Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of

commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the

Portion of Work NA

Substantial Completion Date

Price Per Unit

subject to adjustments of this Contract Time as provided in the Contract Documents. (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

As noted in the General Conditions of the Contract and Supplemental Conditions

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract The Contract Sum shall be Ninety-three Thousand One Dollars and Zero Cents (\$ 93,001.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.

N/A

§ 4.3 Unit prices, if any.

(Identify and state the unit price, state quantity limitations, if any, to which the unit price will be applicable.)

Units and Limitations CDX plywood decking to match existing

500 Sq. ft. \$1.63

§ 4.4 Allowances included in the Contract Sum. if any: (Identify allowance and state exclusions, if any, from the allowance price.)

Item Price

ARTICLE 5 PAYMENTS § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect Engineer by the Contractor and Certificates for Payment issued by the Architect, Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Final Payment with Close-out Documents

§ 5.1.3 Provided that an Application for Payment is received by the Architect Engineer not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the same month. If an Application for Payment is received by the Architect Engineer after the application date fixed above, payment shall be made by the Owner not later than days after the Architect Engineer receives the Application for Payment

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract

(Federal, state or local taws may require payment within a certain period of time.

Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect-Engineer may require. This schedule, unless objected to by the Architect-Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows

Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A2017M-2007, General Conditions of the Contract for Construction:

Subtract amounts, if any, for which the Architect-Engineer has withheld or nullified a Certificate for

Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00%); Subtract the aggregate of previous payments made by the Owner, and

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under

Payment as provided in Section 9.5 of AIA Document A201-2007

the following circumstances:

Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the

full amount of the Contract Sum, less such amounts as the Architect-Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any i Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

the percentages inserted in Sections 5.1-6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.) Retainage will be lowered to 0.00% when the project is fifty percent (50%) complete, if the contractor continues to

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from

perform satisfactorily and any nonconforming work identified in writing prior to that time by the engineer or owner has been corrected by the contractor and accepted by the engineer or owner.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Contractor has fully performed the Contract except for the Contractor's responsibility to correct

Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements. if any, which extend beyond final payment; and a final Ceruficate for Payment has been issued by the Architect Engineer

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's Engineer's final Certificate for Payment, or as follows.

	Before acceptance of the final Application and Certificate for Payment, the following documents are to be submitted to the Engineer in duplicate:
-	1 Completed and signed Punch List
	2 Change Order(s) (if applicable)
-	3 Warranties:
- Access	a Roofing Manufacturer's Warranty
	b. Siding Manufacturer's Warranty Contractor's 2-year warranty (page 0)300-5)
-	4. Contract Documents:
	 G702 - Application and Certificate for Payment G703 - Continuation Sheet for G702
	 G704 - Certificate of Substantial Completion G706 - Contractor's Affidavit of Payment of Debts and Claims
	e. G706A - Contractor's Affidavit of Release of Liens
	5. As Built Drawings indicating deviations from designed details clearly marked in red ink or a statement indicating no changes were required
	ARTICLE 6 DISPUTE RESOLUTION § 6.1 INITIAL DECISION MAKER
	The Architect-Engineer will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker
	Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.) Engineer.
	§ 6.2 BINDING DISPUTE RESOLUTION For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the
	method of binding dispute resolution shall be as follows: (Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution
	below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)
	[X] Arbitration pursuant to Section 15.4 of AIA Document A201-2007
	[] Litigation in a court of competent jurisdiction
	[] Other (Specify)
	ARTICLE 7 TERMINATION OR SUSPENSION § 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–200?
	§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.
	ARTICLE 8 MISCELLANEOUS PROVISIONS § 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents
1	§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. Insert rate of interest agreed upon, if any.)
	2.00% per annum
5	§ 8.3 The Owner's representative: Name, address and other information)
9	Bill Zaist, County Engineer County Administration Building 302 Courthouse Square 3 caufort, NC 28516
5	§ 8.4 The Contractor's representative: Name, address and other information)
I	Cim Willis O. Box 340 Morehead City NC 28557 Mobile Number: (252) 723-7232 dimmwillis@hotmail.com
5	8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.
	8.6 Other provisions:
	S/A
S L	RTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.
3	9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.
5	9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for construction.

Date 11/21/2008

11/21/2008

Pages

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Title

General Conditions of the Contract - AIA Document A201 Supplemental Conditions

Document 007<u>0</u>0

00800

§ 9.1.4 The Specifications.

Section	Title	Date	Pages
<u>00300</u>	Bid Form	11/21/2008	3
<u>01011</u>	Summary of Work		6
<u>01300</u>	<u>Submittals</u>		<u>8</u>
<u>01400</u>	Quality Assurance		
<u>02070</u>	Selective Demolition		<u>±</u> <u>5</u>
<u>06110</u>	Rough Carpentry		W. 1. 201
<u>07310</u>	Asphalt Shingle		<u>§</u>
	Roofing		
<u>07460</u>	Siding and Trim		<u>6</u>
<u>07560</u>	Fluid-Applied Coating		4
<u>07600</u>	Flashing and Sheet		9
	<u>Metal</u>		

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
<u>A-1</u>	Roof Plan	11/21/2008
<u>A-2</u>	Roof Details	11/21/2008
§ 9.1.6 The Addenda, if any:		

Number Date Pages 12/9/2008

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents: AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the

Other documents, if any, listed below: (List here any additional documents that are intended to form part of the Contract Documents, AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid. Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Executed Bid form

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document (State bonding requirements, if any, and limits of hability for insurance required in Article 11 of AIA Document

A201~2007...

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I. Charles Rehm, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 12:01:38 on 01/13/2009 under Order No. 1000371896_1 from AlA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101TM - 2007 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Project Manager

(Title)

January 13, 2009

(Dated)

Type of insurance or bond Comprehensive General Liability

\$1,000,000.00 \$1,000,000.00 \$1,000,000.00

Automobile: Bodily injury and Property Damage Liability <u>Umbrella</u>

This Agreement entered into as of the day and year first written above

OWNER (Signature)

(Printed name and title)

Kim Willis, President (Printed name and title)

Limit of liability or bond amount (\$ 0.00)

5. Award of Contract for Deck, Concrete Walks & Shelter at West Beaufort Water Access Property

FROM:

Bill Zaist, County Engineer

SUBJECT: Contract for Repairs to Restrooms, Deck, Concrete Walkway and Shelter

This is a request to award a contract for Repairs to Restrooms, Deck, Concrete Walkway and Shelter at West Beaufort Water Access in the amount of \$31,326.60 to Terrance J. Enterprises, Inc. dba Carolina Building.

BACKGROUND

On January 7, 2009 we advertised for bids and on January 29, 2009 we received 20 bids for Repairs to Restrooms, Deck, Concrete Walkway and Shelter. The bid results are as follows:

Company	Amount of Bid	Company	Amount Bid
"Coastal Building" Terrance J. Enterprises, Inc.	\$31,326.60	Lumina Builders, Inc.	47,000.00
Combine Building	33,196.00	Wyatt Builders, Inc.	47,469.00
J. Harrelson Co., Inc.	35,405.00	Parker Construction	48,015.00
S.F. Ballou, Inc.	35,424.00	Browe Construction Co.	50,400.00
Bluewater Builders, Inc.	36,500.00	Thomas Simpson Construction	51,680.00
Jerry Lawrence General Construction, Inc.	36,900.00	Atlantic Builders, Inc.	54,660.00
Boulia Enterprises, Inc.	37,696.00	Barefoot & Sons, Inc.	55,543.21
Owens Construction, Inc.	39,050.00	L. A. Downey & Son, Inc.	57,429.00
Matthew Neal Construction	40,844.00	CE Russell, Inc.	65,380.51
Cieszko Construction Co.	43,026.00	Varner Brothers Construction,	82,299.00

The low bid is within our original budget for this project. Based on this bid and estimates for waterfront work and paving, the total price for this project is within our original estimate of \$910,000 to upgrade this water access site. As you know, the funding for this work breaks down into work provide by the Wildlife Resources Commission valued at approximately \$217,000, a CAMA Grant valued at \$523,000 and \$170,000 of County matching funds.

Deck, Walkways & Shelter at West Beaufort Water Access

Carteret County Parks & Recreation

Morehead City, N.C.

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

Project # 0209045

February 2009

Deck, Walkways & Shelter at West Beaufort Water Access Carteret County Parks & Recreation

Carteret County (referred to herein as Owner or County) requests bids for construction of a deck, repairs to existing restroom, concrete walkways and a new picnic shelter at the West Beaufort Water Access in Beaufort, NC.

SCOPE OF WORK

The work includes construction of the following:

- Concrete Walkways
- o Construction of a Picnic Shelter
- o Repairs to Existing Restroom Building
- New Deck for Restroom Building

INSTRUCTIONS TO BIDDERS

Construction Drawings are available at the Parks and Recreation office at 801 Arendell Street - Suite # 8 in Morehead City, NC or call Cecile Patrick at (252) 808-3301 for a package to be mailed to you.

Sealed bids for this work will be received by James Charlesworth at the Carteret County Finance Department located on the 2nd Floor of the County Administration Building at 302 Courthouse Square, Beaufort, North Carolina 28516 on or before 4:00 PM Thursday, January 29, 2009. Contractor shall submit two copies of the bid proposal (pages 11 & 12) filled out, signed, and sealed.

On the outside of the Sealed Envelope containing your proposal, please note the following:

SEALED BID FROM (Company Name Here) Bid for Contract # 0209045 NC Contractor License No.

Bid Proposals received via facsimile (Fax) machine, phone, e-mail or any electronic correspondence will not be acceptable.

All inquiries regarding this Request for Proposals must be in written form and mailed, faxed or sent by e-mail on or before January 19, 2009 to:

> Cecile Patrick phone: (252) 808-3301 Carteret County Parks & Recreation fax: (252) 808-3975 801 Arendell Suite # 8 Morehead City, NC 28557 E-mail: cecilep@carteretcountygov.org

A summary of all questions received and the answers will be forwarded to all bidders and added as an addendum to these documents. A verbal response from any County employee or their representatives regarding questions pertaining to the Request for Proposals will not be recognized as a valid response.

The County Engineer will hold a Site Visit on Thursday, January 15, 2009 at 10 AM at the West Beaufort Access Site located at the intersection of Turner Street and West Beaufort Road.

Contractors are hereby notified that they must have all licenses required by State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. A bid bond, performance bond, and payment bond are not required when the total amount of contract is less than \$300,000.

No bid may be withdrawn after the opening for a period of 30 days. The County reserves the right to reject any or all bids and waive informalities.

GENERAL CONDITIONS

It is understood and agreed that by submitting a proposal the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

MATERIALS, EQUIPMENT AND EMPLOYEES

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, heat, sanitary facilities, water, scaffolding, and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there for, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. No changes shall be made in the Work except upon written approval and order of the Owner.
- d. Whenever products, materials, or equipment are named in the specifications, the specifications shall be interpreted to mean an item of material or equipment similar to that named and which is suited for the same use and capable of performing the same function as that named. Upon notice, the Contractor shall furnish evidence as to quality of materials.
- e. Each Contractor shall obtain written approval from the Owner for the use of substitute products, materials or equipment claimed as equal to those specified. Such approvals must be obtained as soon after contract awards as possible and before any materials are ordered.
- f. If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance of the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from grounds.

CODES, PERMITS AND INSPECTIONS a. The Contractor shall give all notice and comply with all laws, ordinances, codes, rules and regulations

bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Owner in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom.

b. All work under this contract shall conform to the North Carolina State Building Code and other state, local and national codes as are applicable. The cost of all required inspection and permits shall be the responsibility of the Contractor.

SAFETY REQUIREMENTS

- a. The Contractor shall be solely responsible for the entire site and the building or construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage to the Owner's property, or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.
- b. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part II, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina.
- c. The Contractor shall provide all necessary safety measures for the protection of all persons on the work, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

TAXES

a. Carteret County is not exempt from North Carolina State Sales and Use Taxes on material and equipment to be incorporated in the Work. Said taxes shall be included in invoices submitted by Contractor. Contractor in submitting his invoices shall break out all sales taxes as a separate item and County where purchase was made.

EQUAL OPPORTUNITY

- a. The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.
- b. The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

INSURANCE

The Contractor shall not commence work until he has obtained all insurance required, and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been obtained.

The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount of \$1,000,000 for Bodily Injury/Property Damage to any one person and subject to the same limit for each person, in amount not less than \$2,000,000 Total Policy Limit or Aggregate.

Automobile Liability in the amount of \$1,000,000.

The Contractor shall provide and maintain during the life of this contract Worker's Compensation Insurance for all employees employed at the site of the project under his contract as required by North Carolina Law.

The Contractor shall furnish such additional special insurance as may be required by General Statues of North Carolina for the project Work.

Each Certificate of Insurance shall add "County of Carteret, N.C." as an additional insured on the liability policy.

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage eliminated in less than thirty (30) days after mailing written notice to the insured and/or the Owner of such alteration or cancellation, sent by registered mail.

INVOICES FOR PAYMENT

Monthly progress payments will be made based on a work completed. Final payment will be made upon satisfactory completion of the work. Your invoice shall note the amount of <u>Sales Tax</u> paid by the Contractor and contain a notarized contractor's affidavit.

The contractor's affidavit shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."

Executed contract documents, insurance certificates, invoices and other contract information are to be sent to:

Cecile Patrick
Carteret County Parks & Recreation
801 Arendell Suite # 8
Morehead City, NC 28557

phone: (252) 808-3301 fax: (252) 808-3975

It is imperative that contract documents, invoices, etc. be sent only to the above address in order to assure proper and timely delivery and handling.

CLEANING UP

The Contractor shall keep the work area and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the work, the Contractor shall clean his portion of the work area.

GUARANTEE

The Contractor shall unconditionally guarantee the materials and workmanship against defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following final acceptance of the work. Where items of equipment of material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The Contractor shall replace such defective materials, equipment, or workmanship without cost to the Owner within the stipulated guarantee period.

The owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance.

CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

TERMINATION OR CHANGE TO CONTRACT

This contract can be terminated without cause by COUNTY with a 30 day notice to the Contractor. This contract can be modified at any time during the term of the contract if agreed to by both parties. Any modification to this contract will be made in writing and become binding when issued by COUNTY and acknowledged by CONTRACTOR.

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

Following award of a contract, the Contractor will have 10 days to furnish Certificates of Insurance and Bonds, if required. Upon receipt, the County will issue a Notice-To-Proceed.

Time is of the essence in completing this contract. The Contractor will complete all work within 60 calendar days after receipt of Notice-To-Proceed. For each day in excess of the above stated number of calendar days, the Contractor will pay the Owner Two Hundred Dollars <a href="\$\$ 200.00 as liquidated damages to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time shall be reasonably extended in a written order from the Owner upon written request from the contractor within ten (10) days following the cause for delay.

MINORITY BUSINESS PARTICIPATION

The Contractor is required to make every effort to utilize Minority Business Enterprises for subcontracted work.

PROJECT LOCATION

Newport Park is located off Highway 70 at Hibbs Road adjacent to the Newport Middle School. See map below.

The project is located at the intersection of Turner Street and West Beaufort Road in Beaufort, NC. From Morehead City, take Highway 70 East to Beaufort. Turn left on Turner Street and left into the site just before reaching West Beaufort Road.

TECHNICAL SPECIFICATIONS

1.0 Contract Documents & General Requirements

These contract documents and specifications are supplemented with the following drawings and notes. Construction Drawings are available at the Parks and Recreation office at 801 Arendell Street - Suite # 8 in Morehead City, NC or call Cecile Patrick at (252) 808-3301 for a package to be mailed to you.

Sheet 2.2 - Grading Plan Ramp Area
Sheet 13 - Proposed Picnic Shelter

Sheet 13 – Proposed Picnic Shelter

5 Pages of Details for Deck and Ramp attached to existing restroom building.

Contractor shall provide a Certificate of Insurance showing the coverages outlined in the General Conditions. Contractor will secure a Building Permit from the Town of Beaufort for this work. Include \$500 in the bid for permits. The County will reimburse any charges over \$500. The County will provide grades for walkways and picnic shelter one time. Contractor will be responsible for preserving these grades throughout construction.

2.0 Mobilization & DeMobilization

Contractor shall mobilize and maintain a continuous operation after notice-to-proceed from the County. At the end of each workday, contractor shall provide general cleanup and remove or mark any safety hazards. Upon completion the contractor will remove all excess materials related to the work of this contract.

3.0 Concrete Walkways

Concrete walkways shall be 5 ft. wide unless otherwise shown. Base your bid on 2,000 SF of walkway. This item will be paid for on a unit price basis. All concrete shall be 4,000 psi concrete placed 4" thick and cut every 5 feet. Note the end of walk detail at the Restrooms.

4.0 Construction of Picnic Shelter

Picnic Shelter shall be a 20 ft. x 20 ft. Timberland Model as manufactured by EnWood Structures of Morrisville, NC or equal. EnWood telephone: 800-777-8648 or email vterterian@enwood.com. Foundation and structure shall be designed by manufacturer for 140 mph wind load. All exposed metal plates shall be hot-dipped galvanized.

The Finished Floor Elevation of the new shelter shall be constructed 8-inches above surrounding ground. See general location on Site Plan on page 13. Actual location will be established by contractor and County Engineer in the field.

Final floor layout and formwork shall be approved by Park Superintendent, Drew Short, before concrete is placed. Concrete floor shall be placed 4" thick with 6x6 wire mesh on compacted soil. Concrete to be 4,000 psi with fiber added.

5.0 Repairs to Existing Restroom Building

Perform the following repairs to the restroom building:

- a. Remove and replace rotten corner board.
- b. Paint all exterior surfaces with two coats of paint (Kilz or equal primer & finish coat). Tint primer with finish color.
- c. Paint all interior surfaces with two coats of paint (primer & finish coat).
- d. Clean and paint interior floor with non-skid epoxy coating.
- e. Reset towel dispenser to 48" height.
- f. Furnish and install 36" stainless grab rail behind toilets.
- g. Install heavy door chain with shock absorbing spring on each door.
- h. Replace door to women's room.
- i. Replace all toilets, sinks, and faucets. Fixtures shall be available at local plumbing supply.
- j. Provide new light fixtures.
- k. Replace electric service meter box and conduit for power by Progress Energy.

6.0 Construction of New Deck and Ramp leading to Restroom

Construct a new deck and ramp leading to the restrooms using treated lumber fastened with stainless steel screws unless otherwise noted on sketches. Note how the end of concrete walk detail ties into end of wood ramp. See sketches of deck details.

7.0 Basis of Bid

Sealed bids for this work will be received by James Charlesworth at the Carteret County Finance Department located on the 2nd Floor of the County Administration Building at 302 Courthouse Square, Beaufort, North Carolina 28516 on or before 4:00 PM Thursday, January 29, 2009.

Contractor shall submit two copies of the bid proposal (pages 11 & 12) filled out, signed, and sealed.

BASE BID: The Base Bid will be the total of unit prices and lump sum prices summarized on page 11 of the contract documents. The Contractor will be responsible for obtaining building permits required by Town of Beaufort. Allow \$500 for Beaufort Permit and Inspection Fees.

Deck, Walkways & Shelter at West Beaufort Water Access

BID SUMMARY SHEET

1. General Requirements & Bldg. Permit, Lump Sum <u>\$ 500.00</u>
2. Mobilization & DeMobilization Lump Sum
3. Concrete Walkways 2,000 SF @ \$/SF\$ 6,960.00
• • • • • • • • • • • • • • • • • • • •
4. Picnic Shelter Floor Slab & Structure Lump Sum
•
5. Repair Restroom Building Lump Sum \$ 2,914.60
6. Construct New Deck to Restroom Lump Sum \$6,077.00

COST PROPOSAL AND CONTRACT

Deck, Walkways & Shelter at West Beaufort Water Access CARTERET COUNTY, NORTH CAROLINA

The undersigned proposed and agrees if this proposal is accepted to contract with Carteret County, North Carolina for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of Carteret County, North Carolina for the sum of

BASE BID: Thirty-One Thousand Three Hundred Two	enty Six and 60/100 Dollars \$ 31,326.60
The following Addenda are Acknowledged: #0	1 dated <u>Jan 21</u> ; #02 dated
Respectfully submitted this <u>29th</u> day of	January 2009.
CONTRACTOR: Terrance J. Enterprises, Ir (Name of firm or corporation making bid	
WITNESS:	BY: <u>signed William A. Brown</u>
(Proprietorship or Partnership)	TITLE: President (Owner, Partner, Pres. or VP)
ATTEST:	ADDRESS: 125 Horton Drive PO Box 2418 Morehead City, NC 28557
BY:	
TITLE:(Corporate Secretary)	(Corporate Seal)
Contractor Telephone: 252-726-1005	FAX: 252-247-5880

A	CCEPTED: DATE:
	CARTERET COUNTY, NORTH CAROLINA
В	Y: TITLE: Chairman
	Douglas W. Harris This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.
C	ounty Attorney Claud R. Wheatly III Finance Director:
T	Dee Meshaw ne following amends the technical specifications and drawings.
1.	Bid date remains unchanged: 4:00 PM Thursday, January 29, 2009.
2.	Concrete for walks shall be 4,000 psi with fiber added and no wire mesh.
3.	No electric to Picnic Shelter.
4.	Picnic Shelter can be stick built on site; however, it must be designed by an Engineer to meet 135 mph wind loads and meet all requirements of Beaufort Building Code.
5.	On new door to women's restroom install stainless steel hardware similar in type to what exists on the old door.
11	Posts for deck shall be embedded 3 ft. in the ground.
7.	Q: Are heaters to be installed?
	a. No
8.	County will pay connection fees for water, sewer and electric.
9.	Contractor must allow \$500 for Beaufort Building Permit – County will pay additional fee.
10	. Contractor must have a Beaufort Privilege License to work in Beaufort.
11	. Q: Is the space available in front of the toilets ADA compliant?
	a. Yes there is at least 21 inches in front of the toilet.
12	. Q: Is there to be any kind of mirror and does it have to be angled?
	a. No
13	Q: Per 5.0 'j': What price point for the light fixtures, and what type, fluorescent or standard bulb? Center of ceiling, and any over the mirror?
	a. Replace with Standard Bulb Light Fixture similar to that existing in women's room.
14	. Q: Per 5.0 'k': What type of conduit for the power supply? (i.e., into the bathrooms' fixtures or underground to the building next to it or to the edge of the roof for an overhead connection?
	a. Replace the service meter box and connect to building wiring. Progress Energy will connect to meter.
15	. Q: Per 5.0 'b': The paint on the outside is peeling off the shakes now. Just knocking off the obvious loose chips without the proper scraping, would have this needing paint again in just a couple of years when more of the original paint starts to peel. At the current time, only one side is obviously bad enough to warrant a full stripping before painting but it would take additional time and expense to do it right.
	a. All surfaces must be properly prepared in accordance with paint manufacturers recommendations.
16	. Q: Per 5.0 'i': When it states to "replace all the toilets, sinks, and faucets. Fixtures shall be available at local plumbing supply." Does that mean they are provided and we only need to provide the installation for them or are we to price in them?
	a. No. They are not provided. You must furnish and install all fixtures. The county wants you to purchase materials that we can buy at a local plumbing supply in case we need to replace or repair them in the future

6. Approval of Change Order #1 to the Beaufort Square Renovations Contract

FROM: Bill Zaist, County Engineer

SUBJECT: Change Order #01 for Renovation of Beaufort Square Space

This is a request to approve Change Order #01 to the contract for Renovation of space at Beaufort Square Shopping Center in the amount of \$55,389.08.

BACKGROUND

On October 20, 2008 the Board awarded a contract to Bluewater Builders, Inc. for Renovation of Space at the Beaufort Square Shopping Center for Library and Offices. Since that time we have completed the initial demolition work and inspected the structural elements of the building. The Architect and Engineer have completed drawings for construction and the contractor mobilized for the construction of interior space. Work has started on the remaining demolition work along with underground plumbing and installation of electrical conduit.

The initial bid was based on preliminary drawings and general concepts for Mechanical and Electrical work. Since that time the Contractors, Architects and Engineers have evaluated the building system. Changes and improvements to the original plan include:

- Masonry Wall Repairs in lieu of stud wall in back of building
- IT rooms to have 3/4" plywood set 3 ft. off floor on two walls painted white.
- Change corridor ceiling to 2 layers of type X 5/8" gypsum wall board
- Install four runs of 2 x 6 pressure treated on south wall
- HVAC changes per revised design
- Construction of a parapet wall over entry suspended ceiling grid
- Install Stainless Steel Hoods over three vents in wall at the back of the mansard roof front. This is to deflect driving rain.
- Library shelving installation (by Institutional Interiors).
- Installation of fire alarm (by Coastal Security Systems)
- Mold Treatment applied to interior walls (total area treated = 4,400 SF) • Add a sound panel and firewall adjacent to El Zarape space
- Architectural Design of Awnings in back of building.
- Engineering alternative analysis of HVAC system resulting in lowered operational cost.
- Engineering design of Fire Alarm System
- Architectural & Engineering Layout of the Light Fixtures throughout the building. • Architectural Design of Exterior Front Entrance and Signage.

• Architectural Programming and Layout of the Library Space.

Delete skylight for a credit

The amount of this change order, \$55,389.08, is within our original budget for this project. Based on this change order and estimates for furniture, network wiring, fire alarms, exterior improvements and contingency for construction, I expect the total price for this project to remain under our original estimate of \$1,400,000 to renovate 23,300 SF of space for Library and County Offices.

Contract Change Order

Contract No: 0908044
Contract Title: Renovation of Building Space at Beaufort Square
Change Order No: 01

Under the terms of the Contract and without invalidating the original provisions thereof, the following change is authorized for the change in contract amount herein set forth:

Install masonry to fill holes in back wall of building in lieu of stud wall. Install plywood on walls in IT rooms. Change corridor ceiling to 2 layers of type X 5/8" gypsum wall board. Install four runs of 2 x 6 pressure treated on south wall. HVAC changes per revised system design. Construction of a parapet wall over entry suspended ceiling grid. Stainless steel hoods over roof vents at (three) front louvers. Library shelving installation (by Institutional Interiors). Install conduit for fire alarm. Installation of fire alarm (by Coastal Security Systems). Mold Treatment applied to interior walls (total area treated = 4,400 SF). Add a sound panel and firewall adjacent to El Zarape space. Additional Architectural Allowance. Delete Skylight for a Credit.	\$ 6,374.40 \$ 704.00 \$ 2,400.00 \$ 2,148.00 \$ 4,420.50 \$ 4,081.50 \$ 3,120.00 \$ 6,720.00 \$ 7,000.00 \$ 20,569.68 \$ 5,200.00 \$ 2,496.00 \$ 30,000.00 (\$39,845.00) \$ 55,389.08
Total Change in Price	\$ 55,389.08

Time of completion is not extended.

982,137.00 0.00		
0.00		
55,389.08		
26.08		
	(Data)	
-		

Approved:			
		Date: February 1	6, 2009

CARTERET COUNTY, NORTH CAROLINA

TITLE: Chair, County Commission

Douglas W. Harris

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

County Attorney Claud R. Wheatly III

Finance Director:

Dee Meshaw

Award of Contract for Grading, Seeding & Utilities at Newport Regional Park 7.

FROM:

Bill Zaist, County Engineer

SUBJECT: Contract for Grading, Seeding and Utilities at Newport Park

This is a request to award a contract for Grading, Seeding, and Utilities at Newport Park to G.H.C. Construction, Inc. in the amount of \$523,781.05.

On January 7, 2009 we advertised for bids and on January 29, 2009 we received 19 bids for Grading, Seeding and Utilities at Newport Park. The bid results are as follows:

The low bid is within our project. Based on this bid in the Newport Park we estimate of \$2,650,000. the County will be the State Parks and awarded in June 2008.

At this time the Board is

1. Award a contract in the G.H.C. Construction, Inc. Grading, Seeding and Grading, Seeding, and

Carteret County Parks & Morehead City, N.C.

CONTRACT

Company	Amount of Bid
GHC Construction, Inc.	\$523,791.05
Ernie Everett Site Prep.	\$618,696.20
Morton Trucking, Inc.	\$669,546.00
Sunland Builders, Inc.	\$671,921.50
S.T. Wooten Corportion	\$677,981.70
Thomas Simpson Construction Co., Inc.	\$681,859.00
E. R. Lewis Construction Co., Inc.	\$698,552.50
Cieszko Construction Co., Inc.	\$709,757.00
Atwell Construction Co., Inc.	\$726,399.98
Lumina Builders	\$748,091.50
Roberson Contracting, Inc.	\$750,777.87
Ormond Utilities, LLC.	\$826,966.00
Barnhill Contracting, Co.	\$848,594.00
Hine Sitework, Inc.	\$941,922.00
L.A. Downey & Son, Inc.	\$947,427.13
Trader Construction Co.	\$997,400.00
Triangle Grading & Paving, Inc.	\$1,137,806.00
R & W Construction Co., Inc.	\$1,305,855.00
C.M. Mitchell Construction Co., Inc.	\$1,340,985.98

original budget for this

and estimates for other work remain within our original Upon completion of the work reimbursed \$500,000 from Recreation Trust Fund Grant

requested to:

amount of \$523,791.05 to of New Bern, NC for Utilities at Newport Park. **Utilities at Newport Park**

Recreation

DOCUMENTS AND

TECHNICAL SPECIFICATIONS

Project # 0209048

February 16, 2009

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

CONTRACT for GRADING, SEEDING, and UTILITIES at NEWPORT PARK

THIS CONTRACT entered into the 16TH day of February, 2009, by and between the County of Carteret, a body politic under the laws of the State of North Carolina, hereinafter called "County"; and G.H.C. CONSTRUCTION, INC. a North Carolina Corporation, with its office in New Bern, North Carolina, hereinafter referred to as the Contractor.

WITNESSETH:

WHEREAS, G.S. 143-129 expressly authorizes Carteret County to enter into contracts and agreements with companies for the purpose of construction.

WHEREAS, both Carteret County and the Contractor designated herein desire to enter into a contract for the purpose of furnishing Carteret County with all materials, equipment, and labor necessary to complete the construction services described in these documents.

WHEREAS, Carteret County has determined that it would be in the best interests of the residents of the County to contract for construction services.

NOW, THEREFORE, in consideration of the proposal submitted and in further consideration of the mutual terms and conditions set forth herein along with Addendum 01 dated January 21, 2009, the parties hereto do covenant and agree as follows:

GENERAL CONDITIONS

It is understood and agreed that by submitting a proposal the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

MATERIALS, EQUIPMENT AND EMPLOYEES

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, heat, sanitary facilities, water, scaffolding, and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there for, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. No changes shall be made in the Work except upon written approval and order of the Owner.
- d. Whenever products, materials, or equipment are named in the specifications, the specifications shall be interpreted to mean an item of material or equipment similar to that named and which is suited for the same use and capable of performing the same function as that named. Upon notice, the Contractor shall furnish evidence as to quality of materials.
- e. Each Contractor shall obtain written approval from the Owner for the use of substitute products, materials or equipment claimed as equal to those specified. Such approvals must be obtained as soon after contract awards as possible and before any materials are ordered.
- f. If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance of the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from grounds.

CODES, PERMITS AND INSPECTIONS

- a. The Contractor shall give all notice and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Owner in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom.
- b. All work under this contract shall conform to the North Carolina State Building Code and other state, local and national codes as are applicable. The cost of all required inspection and permits shall be the responsibility of the Contractor.

SAFETY REQUIREMENTS

- a. The Contractor shall be solely responsible for the entire site and the building or construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage to the Owner's property, or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.
- b. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part II, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina.
- c. The Contractor shall provide all necessary safety measures for the protection of all persons on the work, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

TAXES

a. Carteret County is not exempt from North Carolina State Sales and Use Taxes on material and equipment to be incorporated in the Work. Said taxes shall be included in invoices submitted by Contractor. Contractor in submitting his invoices shall break out all sales taxes as a separate item and County where purchase was made.

EQUAL OPPORTUNITY

- a. The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.
- b. The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

INSURANCE

The Contractor shall not commence work until he has obtained all insurance required, and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been obtained.

The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount of \$1,000,000 for Bodily Injury/Property Damage to any one person and subject to the same limit for each person, in amount not less than \$2,000,000 Total Policy Limit or Aggregate.

Automobile Liability in the amount of \$1,000,000.

The Contractor shall provide and maintain during the life of this contract Worker's Compensation Insurance for all employees employed at the site of the project under his contract as required by North Carolina Law.

The Contractor shall furnish such additional special insurance as may be required by General Statues of North Carolina for the project Work.

Each Certificate of Insurance shall add "County of Carteret, N.C." as an additional insured on the liability policy.

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage eliminated in less than thirty (30) days after mailing written notice to the insured and/or the Owner of such alteration or cancellation, sent by registered mail.

INVOICES FOR PAYMENT

Monthly progress payments will be made based on a work completed. Final payment will be made upon satisfactory completion of the work. Invoices shall be in AIA G702/703 Format.

Your invoice shall note the amount of <u>Sales Tax</u> paid by the Contractor and contain a notarized contractor's affidavit. The contractor's affidavit shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."

Executed contract documents, insurance certificates, invoices and other contract information are to be sent to:

Cecile Patrick
Carteret County Parks & Recreation
801 Arendell Suite # 8
Morehead City, NC 28557

fax: (252) 808-3975

phone: (252) 808-3301

It is imperative that contract documents, invoices, etc. be sent only to the above address in order to assure proper and timely delivery and handling.

CLEANING UP

The Contractor shall keep the work area and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the work, the Contractor shall clean his portion of the work area.

GUARANTEE

The Contractor shall unconditionally guarantee the materials and workmanship against defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following final acceptance

of the work. Where items of equipment of material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The Contractor shall replace such defective materials, equipment, or workmanship without cost to the Owner within the stipulated guarantee period.

The owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance.

CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

TERMINATION OR CHANGE TO CONTRACT

This contract can be terminated without cause by COUNTY with a 30 day notice to the Contractor. This contract can be modified at any time during the term of the contract if agreed to by both parties. Any modification to this contract will be made in writing and become binding when issued by COUNTY and acknowledged by CONTRACTOR.

SUPPLEMENTARY GENERAL & SPECIAL CONDITIONS

TIME OF COMPLETION

Following award of a contract, the Contractor will have 10 days to furnish Certificates of Insurance and Bonds, if required. Upon receipt, the County will issue a Notice-To-Proceed.

Time is of the essence in completing this contract. The Contractor will complete all work including seeding/sprigging within 90 calendar days after receipt of Notice-To-Proceed. For each day in excess of the above stated number of calendar days, the Contractor will pay the Owner Two Hundred Dollars \$200.00 as liquidated damages to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified. Contractor will be responsible for maintaining grounds for 6 months after completion and must guarantee grass cover throughout the site.

If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time shall be reasonably extended in a written order from the Owner upon written request from the contractor within ten (10) days following the cause for delay.

MINORITY BUSINESS PARTICIPATION

The Contractor is required to make every effort to utilize Minority Business Enterprises for subcontracted work.

Land Disturbance Permit Requirements

Projects involving the disturbance of one (1) or more acres are subject to the additional requirements as specified in the Erosion & Sedimentation "Letter of Approval" & "Approval Comments and Conditions". During performance of this contract, the Contractor agrees to abide by the requirements and conditions pertaining to construction that are contained in that "Letter of Approval" & "Approval Comments and Conditions". North Carolina's Sedimentation and Control Program is performance oriented, meaning that the contractor must install & maintain whatever measures that are required to protect natural resources and adjacent properties. The contractor will be paid for erosion control measures in the fashion (unit price or lump sum) specified in the Bid Schedule. No additional payment shall be made to the Contractor for those supplemental measures that may be required by the Contractor's failure to initially install or adequately maintain those measures shown on the drawings.

NPDES Stormwater Permit Requirements

Projects involving the disturbance of five (5) or more acres are subject to additional monitoring and reporting requirements as specified in general stormwater permit NCG01000 (Construction Activities). During performance of this contract, the Contractor agrees to abide by the requirements and conditions pertaining to construction that are contained in the general stormwater permit. In addition, the permit requires that records regarding inspection of control facilities and observations of stormwater discharges must be maintained at the project.

Section 404 Wetlands / Section 401 Water Quality Certification

Projects involving the disturbance of Section 404 wetlands or other environmentally sensitive areas under the jurisdiction of the Division of Water Quality (DWQ) are subject to additional requirements as specified in "Nationwide Permit" (generic copy attached) and/or "Approval of 401 Water Quality Certification with Additional Conditions" (generic copy attached). During performance of this contract, the Contractor agrees to abide by the requirements and conditions pertaining to construction that are contained in these permits.

SURVEYS, LINES AND GRADES

The Owner, through his/her Engineer/Surveyor, will provide all land survey base lines and points for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work. From the information provided by the Engineer/Surveyor, the Contractor shall develop and make all detail

surveys, lines and elevations and set all batter boards as s/he deems necessary. The Contractor shall carefully preserve all bench marks and reference points provided by the Engineer/Surveyor and in case of willful or careless destruction thereof, the Contractor shall be charged with the resulting expense, and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

UNDERGROUND OBSTRUCTIONS OR UTILITIES

The Owner or the Engineer is under no obligation to inform the Contractor nor to show on the drawings the presence or the location of any obstacles either on the surface or underground; the Contractor shall make his/her own investigations. Such information shown on the drawings or furnished otherwise to the Contractor shall not be construed as a waiver of the Contractor's liability, but rather as an attempt on the part of the Engineer or the Owner to minimize the Contractor's hazards.

PRECEDENCE OF DOCUMENTS

All cases where a conflict may exist between the Special & Supplementary Conditions and the General Conditions shall be resolved in favor of the Special & Supplementary Conditions.

Where a conflict is found between the specifications and the Plans (Drawings), the Plans (Drawings) shall prevail. The Contractor's attention is called to the notes and specifications provided on the Plans (Drawings).

BASIS OF PAYMENT

The basis of payment for the various items of work required shall be as follows:

- LF Linear Foot
- LS Lump Sum
- SY Square Yard CY **Cubic Yard**
- EΑ Each
- MO One Month

MEASUREMENT OF QUANTITIES

All as indicated on the individual Bid Schedules.

All work completed under the Contract will be measured by the Contractor and subject to confirmation by the Owner according to the United States Standard Measures. All linear surfaces measurements will be made

horizontally or vertically as required for the item measured. PROJECT LOCATION

Newport Park is located northeast of Highway 70 at Hibbs Road adjacent to the Newport Middle School. See map below.

TECHNICAL SPECIFICATIONS

1.0 Contract Documents

These contract documents and specifications are supplemented with the following drawings and notes. Construction Drawings are available at the Parks and Recreation office at 801 Arendell Street - Suite # 8 in Morehead City, NC or call Cecile Patrick at (252) 808-3301 for a package to be mailed to you.

- Sheet 1 Newport Park Site & Utilities Plan
- Sheet 2 Erosion/Sedimentation Control, Grading, & Stormwater Plan
- Sheet 3 Irrigation Plan
- Sheet 4 Stormwater Pond Details
- Sheet 5 Stormwater Pond Structures and Erosion Control Details
- Sheet 6 General Details
- Sheet 7 Sewage Ejector Pump System Details

4.0 Basis of Bid

Sealed bids for this work will be received by James Charlesworth at the Carteret County Finance Department located on the 2nd Floor of the County Administration Building at 302 Courthouse Square, Beaufort, North Carolina 28516 on or before 4:00 PM Thursday, January 29, 2009.

Contractor shall submit two copies of the bid proposal (pages14,15,16, &17) filled out, signed, and sealed along with a Bid Bond.

BASE BID: The Base Bid will be the total of unit prices and lump sum prices summarized on pages 14, 15, &16 of these contract documents. The Contractor will be responsible for obtaining building permits required by Town of Newport. Water and Sewer connection fees will be paid by the County.

No Disruption to School Activities

The park is located adjacent to the Newport Middle School. Contractor must provide appropriate safety barricades to separate construction from school activities. This can be accomplished by installing an orange safety fence along the north side of the site for the full length of school parking and drive way areas. The work area shall be cleaned up daily leaving no loose papers or debris.

6.0 Temporary Restrooms

Temporary portable toilets must be supplied during the construction period for workforce on site. Toilets are to be cleaned regularly a minimum of once per week.

7.0 General Requirements

Contractor shall include all cost for insurance, bonds, mobilization, demobilization, temporary toilets, safety barricades, etc. under bid item for General Requirements.

Contractor shall mobilize and maintain a continuous operation after notice-to-proceed from the County. At the end of each workday, contractor shall provide general cleanup and remove or barricade any safety hazards. Upon completion the contractor will remove all excess materials related to the work of this contract.

8.0 Section A - Sedimentation & Erosion Control and General Site Grading

- 8.1 Clear, strip and grade site as required to provide for park features. It is the County's intent to balance cut and fill in order to achieve surface drainage pathways shown on the drawings. Finish grades may be raised or lowered to balance available material upon approval of the County Engineer.
- Provide temporary construction entrances at McQueen and Joyce Avenues as shown on the drawings. Contractor will be paid for 6" compacted ABC base under Section C unit price. Placement of Stone as shown on Sheet 4 of the Construction Drawings and maintenance of a clean well marked entrance, all as required by permits, will be paid per each under this item.
- 8.3 Construct temporary sediment basins as shown on the drawings.
- 8.4 Construct riprap scour pad as shown on the drawings.
- 8.5 Construct temporary diversion ditch as shown on the drawings.
- 8.6 Construct temporary silt fence as shown on the drawings.
- 8.7 Install geotextile stabilization liner as shown on the drawings.8.8 Construct block & gravel inlet protection as shown on the drawings.
- 8.9 Provide general seeding and mulch consisting of centipede seed as described on the drawings
- 8.10 Provide special seeding of Bermuda grass sprigs in the five ballfield areas: large soccer field, football field, two baseball fields and grouping of soccer fields on the 11 acre tract.

 Seeding/sprigging must be complete by May 31, 2009. Contractor performing this special seeding must provide three references for ballfield seeding projects successfully completed.
- 8.11 Provide 6 months of weekly mowing, watering and caring as necessary to grow grass in all areas. County well and irrigation system installed under this contract can be used to maintain fields; however, power will only be available at the new restroom/concession stand building next to the football field.

9.0 Section B – Storm Drainage Collection & Treatment

- 9.1 Construct treatment pond in accordance with details shown on the drawings.
- 9.2 Remove existing driveway pipes at locations shown on the drawings. Remove associated fill to restore original ditch lines and seed to restore vegetative cover.
- 9.3 Install pipe and other drainage structures as shown on the drawings.

10.0 Section C – Parking Lot & Driveway Base and Gravel Walkways

- 10.1 Place 6" of ABC Stone Base in accordance with NCDOT Specifications as base for Parking Lot and Tennis Courts. Prior to placing ABC material, proof-roll the entire lot with a loaded dump truck. Top of Base shall be 4-inches below final finished pavement grade.
- 10.2 Place 8" of ABC Stone Base in accordance with NCDOT Specifications for driveway entrances.

 Prior to placing ABC material, proof-roll the entire lot with a loaded dump truck. Verify final grades with County Engineer.
- 10.3 Gravel Walkway Place 4-inches of Number 67 Washed Stone over compacted walk subgrade. Stone to be rolled with a vibratory roller. Finished walkway to follow existing grade.
- 10.4 Pedestrian Bridges shall be Gator Bridge "Colonial" Model by Crane Materials International of Atlanta, Georgia (phone: 866-867-3762) or equal.
- 10.5 Prepare Select Fill Building Pads for the following: 30'x40' maintenance building, 25'x36' pavilion, 20'x'20' picnic shelter, 94'x50' basketball court, 30' diameter gazebo and a 15,000 SF recreation building.
- 10.6 Install Bollards made of 6" steel pipe filled with concrete at existing driveways along Joyce Avenue. Bollards to be painted safety yellow color.

11.0 Section D – Site Utilities: Water, Sewer, & Irrigation

- 11.1 Install sewer ejector stations at the Concession Stand/Restroom Building and at the location of the future Recreation Center.
- 11.2 Install 2" Force Main leading from the ejector station to the Town of Newport Sewer System.
- 11.3 Connect 2" Force Main to existing service located at property line.
- 11.4 Connect 2" Force Main to existing manhole located across Joyce Avenue.
- 11.5 Uncased Bore under Joyce Avenue
- 11.6 Install 1" water service connected to Town of Newport water line along Joyce Avenue.
- 11.7 Install 2" water supply lines to Concession Stand/Restroom Building and at the location of the future Recreation Center.
- 11.8 Construct two irrigation wells and pump systems.
- 11.9 Install PR-200 Irrigation Pipe in sizes 1" through 3" as shown on drawings

- 11.10 Install Irrigation in-ground yard hydrants as shown on drawings
- 11.11 Install sprinkler system as shown on drawings

Grading, Seeding, and Utilities at Newport Park

BID SCHEDULE

NOTE: BID PRICES shall include all sales tax and all other applicable taxes and fees.

ITEM	UNIT	Qty.		UNIT PRICE		TOTAL PRICE
NERAL REQUIREMENTS - insurance, bond	ls, mob, den	ob, tempor	ary t	oilets, safety ba	rricad	des, etc.
General Requirements	LS	1.0	\$.	14,195.00	_ \$	14,195.00
	SUBTO	TAL Gener	al Re	quirements	\$	
CTION A - SEDIMENTATION & EROSIO	N CONT	ROL				
Clear/Strip & Grade	LS	1.0	\$_	15,000.00	_ \$	15,000.00
Temp. Construction Entrance	EA	2	\$_	750.00	\$	1,500.00
Temp. Sediment Basin	EA	6	\$_	1,000.00	_ \$	6,000.00
Riprap Scour Pad	EA	7	\$_	300.00	_ \$.	2,100.00
Temp. Diversion Ditch	LF	340	\$_	2.50	_ \$ _	850.00
Silt Fence	LF	2,500	\$_	2.00	_ \$.	5,000.00
Geotextile Stabilization Liner	LF	200	\$_	5.00	_ \$ _	1,000.00
Block & Gravel Inlet Protection	LF	11	\$_	100.00	\$.	1,100.00
General Seeding/Mulch	AC	14.0	\$_	1,500.00	\$.	21,000.00
Special Seeding (Ballfields)	AC	8.5	\$_	930.00	\$ _	7,905.00
Maintain and water grass to full growth	МО	6.0	\$_	1,733.33	\$ _	10,400.00
Clay for Baseball Field Infields (per addendum 1)	CY	300	\$_	40.00	\$_	12,000.00

SECTION B - STORM DRAINAGE COLLECTION & TREATMENT

NOTE: Drainage Pipe shall be RCP, Corrugated Aluminum or 2-wall HDPE

SUBTOTAL - SECTION A

83,855.00

Treatment Pond - Complete, Incl. Excavation (Approx. 5,680 CY - Onsite Disposal), Outlet Structure, CL"B" Stone Spillway, Plantings,

Seeding, ETC. as req'd for complete Facility. LS 1 \$ 44,416.00 \$ 2 Remove Existing Driveway Pipes - Regrade LS 1 \$ 500.00 \$ 3 12" Storm Drain Piping LF 600 \$ 11.79 \$ 4 12" Flared End Section EA 4 \$ 161.98 \$ 5 15" Storm Drain Piping LF 400 \$ 13.55 \$	500.00
3 12" Storm Drain Piping LF 600 \$\$ 4 12" Flared End Section EA 4 \$\$	
4 12" Flared End Section EA 4 \$\$	7.074.00
4 12" Flared End Section EA 4 \$161.98 \$	3 <u>7,074.00</u>
	647.92
7	
8 18" Flared End Section EA 3 \$ <u>200.42</u> \$	601.26
9 24" Storm Drain Piping LF 162 \$ <u>21.19</u> \$	3,432.78
10 24" Flared End Section EA 3 \$\$	729.15
11 36" Storm Drain Piping EA 16 \$ <u>40.27</u> \$	644.38
12 Precast Concrete Headwall (30" DIA) EA 2 \$1,856.00 \$	3,712.00
	\$ 6,162.00
	\$ 2,122.00
	\$ 2,180.00
16 24" Conc. Curb & Gutter LF 152 \$15.54 \$	\$ 2,362.08
17 8' Flume (incl. CL "B" Stone) EA 1 \$ <u>450.00</u> \$	\$ 450.00
18 3:1 Swales LF 3,800 \$ <u>2.50</u> \$	\$9,500.00
19 6" PVC Elec. Conduit (approx. 30' ea/36" deep)	\$ 0.00
* Not anticipated. Provide unit price should owner elect to install.	\$ 100,885.45
* Not anticipated. Provide unit price should owner elect to install.	
* Not anticipated. Provide unit price should owner elect to install. SUBTOTAL - SECTION B SECTION C - PARKING LOT & WALKWAYS 1 6" Compacted ABC Stone (NCDOT Spec) SY 13,500 \$ 9.30	\$ 100,885.45 \$ 125,550.00
* Not anticipated. Provide unit price should owner elect to install. SUBTOTAL - SECTION B SECTION C - PARKING LOT & WALKWAYS 1 6" Compacted ABC Stone (NCDOT Spec) SY 13,500 \$ 9.30 2 8" Compacted ABC Stone Access Road SY 500 \$ 12.40	\$ 100,885.45 \$ 125,550.00 \$ 6,200.00
* Not anticipated. Provide unit price should owner elect to install. SUBTOTAL - SECTION B SECTION C - PARKING LOT & WALKWAYS 1 6" Compacted ABC Stone (NCDOT Spec) SY 13,500 \$ 9.30 2 8" Compacted ABC Stone Access Road SY 500 \$ 12.40 3 4" Gravel Walkway LF 7,000 \$ 3.95	\$ 100,885.45 \$ 125,550.00
* Not anticipated. Provide unit price should owner elect to install. SUBTOTAL - SECTION B SECTION C - PARKING LOT & WALKWAYS 1 6" Compacted ABC Stone (NCDOT Spec) SY 13,500 \$ 9.30 2 8" Compacted ABC Stone Access Road SY 500 \$ 12.40 3 4" Gravel Walkway LF 7,000 \$ 3.95 4 Pedestrian Bridges Complete - Prefabricated	\$ 100,885.45 \$ 125,550.00 \$ 6,200.00
* Not anticipated. Provide unit price should owner elect to install. SUBTOTAL - SECTION B SECTION C - PARKING LOT & WALKWAYS 1 6" Compacted ABC Stone (NCDOT Spec) SY 13,500 \$ 9.30 2 8" Compacted ABC Stone Access Road SY 500 \$ 12.40 3 4" Gravel Walkway LF 7,000 \$ 3.95 4 Pedestrian Bridges Complete - Prefabricated Aluminum 6' Width/25' Length w/ alum. deck &	\$ 100,885.45 \$ 125,550.00 \$ 6,200.00
* Not anticipated. Provide unit price should owner elect to install. SUBTOTAL - SECTION B SECTION C - PARKING LOT & WALKWAYS 6" Compacted ABC Stone (NCDOT Spec) SY 13,500 \$ 9.30 8" Compacted ABC Stone Access Road SY 500 \$ 12.40 3 4" Gravel Walkway LF 7,000 \$ 3.95 Pedestrian Bridges Complete - Prefabricated Aluminum 6' Width/25' Length w/ alum. deck & alum. railing. (Gator Bridge "Colonial" or equal). EA 2 \$ 28,500.00	\$ 100,885.45 \$ 125,550.00 \$ 6,200.00 \$ 27,650.00
* Not anticipated. Provide unit price should owner elect to install. SUBTOTAL - SECTION B SECTION C - PARKING LOT & WALKWAYS 6" Compacted ABC Stone (NCDOT Spec) SY 13,500 \$ 9.30 8" Compacted ABC Stone Access Road SY 500 \$ 12.40 4" Gravel Walkway LF 7,000 \$ 3.95 Pedestrian Bridges Complete - Prefabricated Aluminum 6' Width/25' Length w/ alum. deck & alum. railing. (Gator Bridge "Colonial" or equal). EA 2 \$ 28,500.00 Compacted (95% M.P.) Select Fill Bldg. Pad CY 500 \$ 3.00	\$ 100,885.45 \$ 125,550.00 \$ 6,200.00 \$ 27,650.00 \$ 57,000.00
* Not anticipated. Provide unit price should owner elect to install. SUBTOTAL - SECTION B SECTION C - PARKING LOT & WALKWAYS 1 6" Compacted ABC Stone (NCDOT Spec) SY 13,500 \$ 9.30 2 8" Compacted ABC Stone Access Road SY 500 \$ 12.40 3 4" Gravel Walkway LF 7,000 \$ 3.95 4 Pedestrian Bridges Complete - Prefabricated Aluminum 6' Width/25' Length w/ alum. deck & alum. railing. (Gator Bridge "Colonial" or equal). EA 2 \$ 28,500.00 5 Compacted (95% M.P.) Select Fill Bldg. Pad CY 500 \$ 3.00 6 Install 6" Bollards EA 14 \$ 380.00	\$ 100,885.45 \$ 125,550.00 \$ 6,200.00 \$ 27,650.00 \$ 57,000.00 \$ 1,500.00 \$ 5,320.00
* Not anticipated. Provide unit price should owner elect to install. SUBTOTAL - SECTION B SECTION C - PARKING LOT & WALKWAYS 1 6" Compacted ABC Stone (NCDOT Spec) SY 13,500 \$ 9.30 2 8" Compacted ABC Stone Access Road SY 500 \$ 12.40 3 4" Gravel Walkway LF 7,000 \$ 3.95 4 Pedestrian Bridges Complete - Prefabricated Aluminum 6' Width/25' Length w/ alum. deck & alum. railing. (Gator Bridge "Colonial" or equal). EA 2 \$ 28,500.00 5 Compacted (95% M.P.) Select Fill Bldg. Pad CY 500 \$ 3.00 6 Install 6" Bollards EA 14 \$ 380.00	\$ 100,885.45 \$ 125,550.00 \$ 6,200.00 \$ 27,650.00 \$ 57,000.00 \$ 1,500.00 \$ 5,320.00
* Not anticipated. Provide unit price should owner elect to install. SUBTOTAL - SECTION B SECTION C - PARKING LOT & WALKWAYS 1 6" Compacted ABC Stone (NCDOT Spec) SY 13,500 \$ 9.30 2 8" Compacted ABC Stone Access Road SY 500 \$ 12.40 3 4" Gravel Walkway LF 7,000 \$ 3.95 4 Pedestrian Bridges Complete - Prefabricated Aluminum 6' Width/25' Length w/ alum. deck & alum. railing. (Gator Bridge "Colonial" or equal). EA 2 \$ 28,500.00 5 Compacted (95% M.P.) Select Fill Bldg. Pad CY 500 \$ 3.00 6 Install 6" Bollards EA 14 \$ 380.00 SUBTOTAL - SECTION C	\$ 100,885.45 \$ 125,550.00 \$ 6,200.00 \$ 27,650.00 \$ 57,000.00 \$ 1,500.00 \$ 5,320.00 \$ 223,220.00
* Not anticipated. Provide unit price should owner elect to install. SUBTOTAL - SECTION B SECTION C - PARKING LOT & WALKWAYS 1 6" Compacted ABC Stone (NCDOT Spec) SY 13,500 \$ 9.30 2 8" Compacted ABC Stone Access Road SY 500 \$ 12.40 3 4" Gravel Walkway LF 7,000 \$ 3.95 4 Pedestrian Bridges Complete - Prefabricated Aluminum 6' Width/25' Length w/ alum. deck & alum. railing. (Gator Bridge "Colonial" or equal). EA 2 \$ 28,500.00 5 Compacted (95% M.P.) Select Fill Bldg. Pad CY 500 \$ 3.00 6 Install 6" Bollards EA 14 \$ 380.00 SUBTOTAL - SECTION C SECTION D - UTILITIES: water, sewer & irrigation 1 Sewage Ejector Station EA 2 \$ 10,500.00	\$ 100,885.45 \$ 125,550.00 \$ 6,200.00 \$ 27,650.00 \$ 1,500.00 \$ 1,500.00 \$ 223,220.00 \$ 21,000.00
* Not anticipated. Provide unit price should owner elect to install. SUBTOTAL - SECTION B SECTION C - PARKING LOT & WALKWAYS 1 6" Compacted ABC Stone (NCDOT Spec) SY 13,500 \$ 9.30 2 8" Compacted ABC Stone Access Road SY 500 \$ 12.40 3 4" Gravel Walkway LF 7,000 \$ 3.95 4 Pedestrian Bridges Complete - Prefabricated Aluminum 6' Width/25' Length w/ alum. deck & alum. railing. (Gator Bridge "Colonial" or equal). EA 2 \$ 28,500.00 5 Compacted (95% M.P.) Select Fill Bldg. Pad CY 500 \$ 3.00 6 Install 6" Bollards EA 14 \$ 380.00 SUBTOTAL - SECTION C SECTION D - UTILITIES: water, sewer & irrigation 1 Sewage Ejector Station EA 2 \$ 10,500.00 2 2" F.M. Service (Sch 40 incl. fittings) LF 1,850 \$ 2.48	\$ 100,885.45 \$ 125,550.00 \$ 6,200.00 \$ 27,650.00 \$ 57,000.00 \$ 1,500.00 \$ 5,320.00 \$ 223,220.00
*Not anticipated. Provide unit price should owner elect to install. SUBTOTAL - SECTION B SECTION C - PARKING LOT & WALKWAYS 1 6" Compacted ABC Stone (NCDOT Spec) SY 13,500 \$ 9.30 2 8" Compacted ABC Stone Access Road SY 500 \$ 12.40 3 4" Gravel Walkway LF 7,000 \$ 3.95 4 Pedestrian Bridges Complete - Prefabricated Aluminum 6' Width/25' Length w/ alum. deck & alum. railing. (Gator Bridge "Colonial" or equal). EA 2 \$ 28,500.00 5 Compacted (95% M.P.) Select Fill Bldg. Pad CY 500 \$ 3.00 6 Install 6" Bollards EA 14 \$ 380.00 SUBTOTAL - SECTION C SECTION D - UTILITIES: water, sewer & irrigation 1 Sewage Ejector Station EA 2 \$ 10,500.00 2 2" F.M. Service (Sch 40 incl. fittings) LF 1,850 \$ 2.48 3 Connect to Existing Service LS 1 \$ 250.00	\$ 100,885.45 \$ 125,550.00 \$ 6,200.00 \$ 27,650.00 \$ 57,000.00 \$ 1,500.00 \$ 5,320.00 \$ 223,220.00 \$ 21,000.00 \$ 4,588.00
*Not anticipated. Provide unit price should owner elect to install. **SUBTOTAL - SECTION B** **SECTION C - PARKING LOT & WALKWAYS* 1 6" Compacted ABC Stone (NCDOT Spec) SY 13,500 \$ 9.30 12.40 12.	\$ 100,885.45 \$ 125,550.00 \$ 6,200.00 \$ 27,650.00 \$ 1,500.00 \$ 1,500.00 \$ 23,220.00 \$ 21,000.00 \$ 4,588.00 \$ 250.00
*Not anticipated. Provide unit price should owner elect to install. **SUBTOTAL - SECTION B** **SUBTOTAL - SECTION C** *	\$ 100,885.45 \$ 125,550.00 \$ 6,200.00 \$ 27,650.00 \$ 57,000.00 \$ 1,500.00 \$ 23,220.00 \$ 21,000.00 \$ 4,588.00 \$ 250.00 \$ 400.00
*Not anticipated. Provide unit price should owner elect to install. **SUBTOTAL - SECTION B** **SECTION C - PARKING LOT & WALKWAYS* 1 6" Compacted ABC Stone (NCDOT Spec) SY 13,500 \$ 9.30 2 8" Compacted ABC Stone Access Road SY 500 \$ 12.40 3 4" Gravel Walkway LF 7,000 \$ 3.95 4 Pedestrian Bridges Complete - Prefabricated Aluminum 6' Width/25' Length w/ alum. deck & alum. railing. (Gator Bridge "Colonial" or equal). EA 2 \$ 28,500.00 5 Compacted (95% M.P.) Select Fill Bldg. Pad CY 500 \$ 3.00 6 Install 6" Bollards EA 14 \$ 380.00 \$ SUBTOTAL - SECTION C **SECTION D - UTILITIES: water, sewer & irrigation** 1 Sewage Ejector Station EA 2 \$ 10,500.00 2 2" F.M. Service (Sch 40 incl. fittings) LF 1,850 \$ 2.48 3 Connect to Existing Service LS 1 \$ 250.00 4 Connect to Existing Manhole LS 1 \$ 400.00 5 Uncased Bore LS 2 \$ 292.00 6 1" Water Service LS 1 \$ 500.00	\$ 100,885.45 \$ 125,550.00 \$ 6,200.00 \$ 27,650.00 \$ 57,000.00 \$ 1,500.00 \$ 5,320.00 \$ 223,220.00 \$ 21,000.00 \$ 4,588.00 \$ 250.00 \$ 400.00 \$ 584.00
*Not anticipated. Provide unit price should owner elect to install. **SUBTOTAL - SECTION B** **SECTION C - PARKING LOT & WALKWAYS* 1 6" Compacted ABC Stone (NCDOT Spec) SY 13,500 \$ 9.30 2 8" Compacted ABC Stone Access Road SY 500 \$ 12.40 3 4" Gravel Walkway LF 7,000 \$ 3.95 4 Pedestrian Bridges Complete - Prefabricated Aluminum 6' Width/25' Length w/ alum. deck & alum. railling. (Gator Bridge "Colonial" or equal). EA 2 \$ 28,500.00 5 Compacted (95% M.P.) Select Fill Bldg. Pad CY 500 \$ 3.00 6 Install 6" Bollards EA 14 \$ 380.00 \$ SUBTOTAL - SECTION C **SECTION D - UTILITIES: water, sewer & irrigation** 1 Sewage Ejector Station EA 2 \$ 10,500.00 2 2" F.M. Service (Sch 40 incl. fittings) LF 1,850 \$ 2.48 3 Connect to Existing Service LS 1 \$ 250.00 4 Connect to Existing Manhole LS 1 \$ 400.00 5 Uncased Bore LS 2 \$ 292.00 5 1" Water Service (Poly. Tube) LF 1,300 \$ 5.47	\$ 100,885.45 \$ 125,550.00 \$ 6,200.00 \$ 27,650.00 \$ 57,000.00 \$ 1,500.00 \$ 223,220.00 \$ 21,000.00 \$ 4,588.00 \$ 250.00 \$ 400.00 \$ 584.00 \$ 500.00
*Not anticipated. Provide unit price should owner elect to install. **SUBTOTAL - SECTION B** **SECTION C - PARKING LOT & WALKWAYS* 1 6" Compacted ABC Stone (NCDOT Spec) SY 13,500 \$ 9.30	\$ 100,885.45 \$ 125,550.00 \$ 6,200.00 \$ 27,650.00 \$ 57,000.00 \$ 1,500.00 \$ 23,220.00 \$ 21,000.00 \$ 4,588.00 \$ 250.00 \$ 400.00 \$ 584.00 \$ 500.00 \$ 7,111.00
* Not anticipated. Provide unit price should owner elect to install. **SUBTOTAL - SECTION B** **SECTION C - PARKING LOT & WALKWAYS* 1 6" Compacted ABC Stone (NCDOT Spec) SY 13,500 \$ 9.30	\$ 100,885.45 \$ 125,550.00 \$ 6,200.00 \$ 27,650.00 \$ 1,500.00 \$ 1,500.00 \$ 23,220.00 \$ 21,000.00 \$ 4,588.00 \$ 250.00 \$ 400.00 \$ 584.00 \$ 500.00 \$ 7,111.00 \$ 13,500.00
*Not anticipated. Provide unit price should owner elect to install. **SUBTOTAL - SECTION B** **SECTION C - PARKING LOT & WALKWAYS* 1 6" Compacted ABC Stone (NCDOT Spec) SY 13,500 \$ 9.30	\$ 100,885.45 \$ 125,550.00 \$ 6,200.00 \$ 27,650.00 \$ 57,000.00 \$ 1,500.00 \$ 23,220.00 \$ 21,000.00 \$ 4,588.00 \$ 250.00 \$ 400.00 \$ 584.00 \$ 500.00 \$ 7,111.00 \$ 5,880.00
*Not anticipated. Provide unit price should owner elect to install. **Subtotal - Section B** **Section C - Parking Lot & Walkways* 1 6" Compacted ABC Stone (NCDOT Spec) SY 13,500 \$ 9.30 2 8" Compacted ABC Stone Access Road SY 500 \$ 12.40 3 4" Gravel Walkway LF 7,000 \$ 3.95 3 4" Gravel Walkway LF 7,000 \$ 3.95 3 4" Gravel Walkway LF 7,000 \$ 3.95 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	\$ 100,885.45 \$ 125,550.00 \$ 6,200.00 \$ 27,650.00 \$ 57,000.00 \$ 1,500.00 \$ 223,220.00 \$ 21,000.00 \$ 4,588.00 \$ 250.00 \$ 400.00 \$ 584.00 \$ 500.00 \$ 7,111.00 \$ 13,500.00 \$ 2,208.00

Irrigation Yard Hydrant EΑ 428.00 \$ 3,852.00 Sprinkler Heads EΑ 66.38 \$ 14,603.60 Sprinkler Valves, Fittings, Swing Joints, etc. LS 1 \$ 15,780.00 \$ 15,780.00 Sprinkler Control Equipment 1 \$ ___1,531.00 \$ 1,531.00

SUBTOTAL - SECTION D \$ 101,625.60

(Owner, Partner, Pres. or VP)

TOTAL BID: GENERAL REQUIREMENTS + SECTIONS A,B,C & D

\$ 523,781.05

COST PROPOSAL AND CONTRACT

Grading, Seeding, and Utilities at Newport Park CARTERET COUNTY, NORTH CAROLINA

The undersigned proposed and agrees if this proposal is accepted to contract with Carteret County, North Carolina for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of Carteret County, North Carolina for the sum of

BASE BID: Five Hundred Twenty-Three Thousand Seven Hundred Eighty-One and 05/100 Dollars \$523,781.05 The following Addenda are Acknowledged: #01 dated _______, #02 dated ______ Respectfully submitted this <u>29th</u> day of <u>January</u> 2009. CONTRACTOR: G.H.C. Construction, Inc. NC License # 29008

(Name of firm or corporation making bid) WITNESS: Gary H. Carpenter TITLE: <u>President</u>

ATTEST: ADDRESS: 308 South Jimmies Creek Dr. New Bern, NC 28562 **Bradford Carpenter**

TITLE: <u>Secretary</u> (Corporate Seal) (Corporate Secretary)

FAX: 252-637-5381 ACCEPTED: DATE:

(Proprietorship or Partnership)

Contractor Telephone: 252-637-6098

CARTERET COUNTY, NORTH CAROLINA TITLE: Chairman

Douglas W. Harris This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. County Attorney Claud R. Wheatly III Finance Director: _ Dee Meshaw

The following amends the technical specifications and drawings.

- 17. Bid date remains unchanged: 4:00 PM Thursday, January 29, 2009.
- 18. Section A, page 14 is amended to add "item #12 Clay for Infields" see revised page attached. Sources for Infield Clay include:
 - a. Jimmie L. Morris and Sons, Inc. call Terry Morris at 252-670-6749.
 - b. Nolan Thomas phone: 919-693-6478.
 - c. RL Bradsher Contracting phone: 919-872-5174.
- 19. Contractor doing the Sprig Seeding for ball fields must have references showing successful results on ball fields. Base your bid on information specified on drawings.
- 20. Schedule: The goal is to complete all grading, seeding and irrigation work before May 31, 2009. Work on other aspects of the project such as parking lot and tennis court base material can be extended to July 31, 2009. Adverse weather will be considered as reason for delay as long as contractor makes every effort to meet the above schedule.

- 21. The well pump next to the Football Field Concession Stand Building will be 5 HP 480 v 3 phase. The one next to the Recreation Center remains 5 HP 240 v single phase.
- 22. Electric service to both pumps, irrigation controls, and ejector pumps will be by others. Electrical work is <u>not in contract</u>. Two wood racks remain in contract.
- 23. Q: Is the electrical rack part of this contract?
 - a. YES Wood support rack detail shown on drawing #7 is in contract in two locations. Make marine plywood panel 4 ft. wide by 3ft. high set on posts as shown. Well, irrigation controller, and ejector pump to be located near each other in two locations 1) near the Concession/Restroom Building and 2) near the Recreation Center.
- 24. Q: Who is responsible for the electric to the pump (sewer) and where is this fed from?
 - a. Electric feeds will come from adjacent buildings. Electrical work is not in contract.
- 25. Q: I see that minority participation is encouraged. Is it required, and if so what percentage needs to be minority, and what classification minority participation does it need to be?
 - a. Minority Participation is encouraged in onsite workforce and small business subcontracts. There is no required participation. However, if two bids were near equal and one had substantial minority participation and the other had none, we would favor the contractor with strong minority participation.
- 26. Q: How deep are the wells?
 - a. Contractor to provide 4" diameter wells capable of producing 75 GPM. Depths of 150 ft. or less are anticipated.
- 27. Q: Does all the fencing, goal posts, and dugouts remain in place on the existing playing fields?
 - a. Yes.
- 28. Q: Is there a particular detail for the pedestrian bridges or can they be the existing ones?
 - a. Pedestrian Bridges shall be Gator Bridge "Colonial" Model by Crane Materials International of Atlanta, Georgia (phone: 866-867-3762) or equal. The size is 6 ft. clear inside width by 25 ft. length.
 - b. The piers for the pedestrian bridges shall be in accordance with the bridge manufacturer design. It is anticipated that the bridge piers will be 7 feet wide with wing walls returning away from the bridge at 45° for 5 ft. each side to retain embankment. Assume pier height of 6 ft. from top of footing to top of pier. Pier thickness to be 24" with #5 bars vertical spaced at 8" and tied with #4 bars horizontal spaced at 12". Wing-wall thickness to be 12" with reinforcing similar to pier. The footing under the pier and wing-walls should be 48" wide by 12" deep with (5) #5 rebars continuous for the entire length of the pier and wing walls. Pier and wing-walls to be tied to footing with #5 bars hooked under footing reinforcement at 8" O.C.
 - c. Include the price of two piers with each Pedestrian Bridge under Section C bid item #4.
- 29. Q: Since the paving is not required in this package, do the concrete wheel stops need to be placed?
 - a. No. Concrete wheel stops and concrete walk shown on drawings are <u>not in contract</u>.
- 30. Q: Do we paint dugouts?
 - a. No. Painting is not in this contract.
- 31. Page 13 paragraph 8.5 Prepare select fill for building pads will include stripping the area of topsoil and proof-rolling with a loaded dump truck prior to placement of select fill. County Engineer will witness proof-rolling. Soft areas identified by proof-rolling will be excavated to sound material and backfilled at additional cost.
- 32. The General Conditions state that, "During performance of this contract, the Contractor agrees to abide by the requirements and conditions pertaining to construction that are contained in the general stormwater permit."
 - a. The County has not received the stormwater permit at this time. Contractors are expected to comply with the requirements for Erosion and Sediment Control stated on the drawings and construct stormwater structures in accordance with the drawings. Any additional requirements of a permit will be considered a change order to the contract.

Page 3 of this Addendum is a revised Bid Schedule page 14 of 18 with infield clay added as item 12 in Section A.

Grading, Seeding, and Utilities at Newport Park

BID SCHEDULE

OTE: BID PRICES shall include all sales tax and all other applicable taxes and fees.

ITEM	UNIT	Qty.	UNIT PRICE	TOTAL PRICE
NERAL REQUIREMENTS - insurance, I	bonds, mob, dem	ob, temporary	toilets, safety ba	rricades, etc.
General Requirements	LS	1.0	.	\$
	SUBTO	TAL General I	Requirements	\$
CTION A - SEDIMENTATION & ERO	SION CONTR	ROL		
Clear, Strip & Grade	LS	1.0	S	_ \$
Temp. Construction Entrance	EA	2 \$.	\$
	NERAL REQUIREMENTS - insurance, I General Requirements CTION A - SEDIMENTATION & ERO Clear, Strip & Grade	NERAL REQUIREMENTS - insurance, bonds, mob, dem General Requirements LS SUBTO CTION A - SEDIMENTATION & EROSION CONTE Clear, Strip & Grade LS	NERAL REQUIREMENTS - insurance, bonds, mob, demob, temporary General Requirements LS 1.0 \$ SUBTOTAL General B CTION A - SEDIMENTATION & EROSION CONTROL Clear, Strip & Grade LS 1.0 \$	PRICE NERAL REQUIREMENTS - insurance, bonds, mob, demob, temporary toilets, safety ba General Requirements SUBTOTAL General Requirements CTION A - SEDIMENTATION & EROSION CONTROL Clear, Strip & Grade LS 1.0 \$

Temp. Sediment Basin	EA	6	\$	\$	
Riprap Scour Pad	EA	7	\$	\$	
Temp. Diversion Ditch	LF	340	\$	\$	·
Silt Fence	LF	2,500	\$	\$	
Geotextile Stabilization Liner	LF	200	\$	\$	
Block & Gravel Inlet Protection	LF	11	\$	\$	
General Seeding/Mulch	AC	14.0	\$	\$	
Special Sprig Seeding (Ballfields)	AC	8.5	\$	 \$	
Maintain and water grass to full growth	MO	6.0	\$	\$	
Clay for Baseball Field Infields	CY	300	\$	\$	
	SUBTOT	AL - SECT	TION A	\$	

<< Note: This page contains revisions of addendum #01 i.e. added quantity for clay in infields>>

Award of Contract to James L. Cayton Utilities for Alum-Feed/TSS Removal at the Laurel Road **Water Treatment Plant**

This item was moved to the regular agenda as item # VII.

Approval of Engineering Agreement for Design Services to Construct an Elevated Tank near Mill 9. Creek

AGREEMENT FOR ENGINEERING SERVICES

This Agreement, made this ____ __ day of _ _, 2009, by and between Carteret County, hereinafter referred to as the OWNER, and McDavid Associates, Inc. hereinafter referred to as the ENGINEER:

The OWNER intends to construct Rural Center Project 2009-160-40101-112 entitled "Water System Upgrades" in Carteret County, State of North Carolina, for which the ENGINEER agrees to perform the various professional engineering services for the design and construction of said system.

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

WITNESSETH:

SECTION A - ENGINEERING SERVICES

The ENGINEER shall furnish engineering services as follows:

- 1. The ENGINEER will conduct preliminary investigations, prepare preliminary drawings, provide a preliminary itemized list of probable construction costs effective as of the date of the preliminary report, and submit a preliminary engineering report to the OWNER.
- 2. The ENGINEER will furnish 5 copies of the preliminary engineering report, and layout maps to the OWNER.
- The ENGINEER will attend conferences with the OWNER or other interested parties as may be reasonably necessary.
- 4. The ENGINEER will perform the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on the final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the costs incident of said explorations shall be paid for by the OWNER.
- 5. The contract documents furnished by the ENGINEER under Section A-4 shall utilize approved construction contract documents, including General Conditions, Supplemental General Conditions, Contract Change Orders, and partial payment estimates as approved by the funding agencies. All of these documents shall be subject to OWNER approval.
- 6. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 5 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.

- 7. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
- 8. The drawings prepared by the ENGINEER under the provisions of Section A-4 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of a map(s) showing the general location of needed construction easements and permanent casements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER. In the event the ENGINEER provides such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.
- 9. The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction.
- The ENGINEER will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors.
- 11. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
- 12. The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractor is conforming with the design concept.
- 13. The ENGINEER will provide resident construction inspection. The ENGINEER'S undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
- 14. The ENGINEER will cooperate and work closely with the OWNER'S representatives.
- 15. The ENGINEER will review the contractor's applications for progress and final payment, and, when approved, submit same to the OWNER for payment.
- The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.

17. The ENGINEER will make a final review prior to the issuance of the statement of substantial

- completion of all construction. Prior to submitting the final pay estimate, the ENGINEER shall submit a statement of completion to and obtain the written acceptance of the facility from the OWNER.
- 18. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this Agreement.
- approval of the OWNER and all State regulatory agencies within one hundred eighty (180) calendar days from the date of authorization unless otherwise agreed to by both parties.

 The time for completion will be extended by the OWNER for a reasonable time if completion is

19. The ENGINEER will complete final plans, specifications and contract documents and submit for

The time for completion will be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable causes beyond the control and without the fault or negligence of the ENGINEER.

SECTION B - COMPENSATION FOR ENGINEERING SERVICES

- 1. The OWNER shall compensate the ENGINEER for preparation of the preliminary engineering report and preliminary engineering services in the sum of Six Thousand Dollars (\$6,000).
- 2. The OWNER shall compensate the ENGINEER for grant administrative services in the sum of Twenty Five Thousand Dollars (\$25,000).
- 3. The OWNER shall compensate the ENGINEER for design engineering services as shown in Attachment I.

Attachment I is used to establish compensation for the design services, the actual construction costs on which compensation is determined shall exclude legal fees, administrative costs, engineering fees, land rights, acquisition costs, water costs, and interest expense incurred during the construction period.

- 4. The compensation for preliminary engineering services, design services shall be payable as follows:
 - (a) A sum which equals 100% of the total compensation payable under Section B-1 shall be paid upon submission of Preliminary Engineering Report to the OWNER.
 - (b) A sum which equals eighty percent (80%) of the total compensation payable under Section B-3, after completion and submission of the construction drawings, specifications, cost estimates, and contract documents, and the acceptance of the same by OWNER.
 - (c) A sum which, together with the compensation provided in Section B-4-(a) above, equals one hundred percent (100%) of the compensation payable immediately after the construction contracts are awarded.

SECTION C - COMPENSATION FOR RESIDENT INSPECTION AS SET FORTH IN SECTION A-13

The ENGINEER shall provide resident inspection. The OWNER agrees to pay the ENGINEER for such services in accordance with the schedule set out in Table III in Attachment I. The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for such services performed hereunder during such period, the same to be due and payable by the OWNER to the ENGINEER on or before the 10th day of the following period. The ENGINEER shall be additionally compensated by the OWNER, in accordance with Section D hereof, for all inspection services beyond the original contract construction period.

SECTION D - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the OWNER shall compensate the ENGINEER for the following additional services in accordance with Attachment II or as stated below:

- 1. Site property and topographic surveys for water treatment plants, sewage treatment works, sewage collection lines, dams, reservoirs, well lots, elevated storage tank lots, and other similar special surveys as may be required.
- 2. Laboratory tests, well tests, borings, specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER and the coordination thereof.
- 3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
- 4. Necessary data and filing maps for water rights, water adjudication, and litigation.
- Redesigns ordered by the OWNER after final plans have been accepted by the OWNER, except redesigns to reduce the project cost to within the funds available.
- 6. Appearances before courts or boards on matters of litigation or hearings related to the project.
- 7. Preparation of environment impact assessments or environmental impact statements.
- Performance of construction stakeout.

(SEAL)

- 9. Construction inspection beyond original construction contract period.
- 10. Funding assistance related to loans and grants.
- 11. The ENGINEER further agrees to provide the operation and maintenance manual for facilities when requested.
- 12. Payment for the services specified in this Section D shall be as per Attachment II. Barring unforseen circumstances, such payment is estimated not to exceed \$15,000.00. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period.
 - 13. OWNER hereby authorizes the ENGINEER to perform boundary and topographic surveys for the booster pump station lot and elevated tank lot.

SECTION E - INTEREST ON UNPAID SUMS

If OWNER fails to make any payment due ENGINEER within 60 days for services and expenses and funds are available for the project then the ENGINEER shall be entitled to interest at the rate of eight percent (8%) per annum from said 60th day.

SECTION F - APPROVAL

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER:

(SEAL)	OWNER: Carteret County
ATTEST:	Ву
Ву	Type Name <u>Douglas W. Harris</u>
Type Name	Title Chairman, Board of Commissions
Title Clerk to the Board	Date
CARLES AND AND COMMENTS OF THE PROPERTY OF THE	
NOTARY E	ENGINEER: McDavid Associates, Inc
Appesting Appesting	By Thypotos lewin
By form Mongro	Type NameF. Tyndall Lewis
Type Name Ronnie M. Thompson	Title Vice President
Title Notary Public	Date 1-21-09

ATTACHMENT I AGREEMENT FOR ENGINEERING SERVICES FEES FOR PROFESSIONAL ENGINEERING SERVICES AS A PERCENTAGE OF CONSTRUCTION COST

The fees are to be adjusted to suit special conditions stated in the contract.

Table I fee schedule may be used for that portion of a construction project which is unusually complex such as a water treatment plant (surface or ground water), wells, wastewater treatment plant, wastewater collection and interceptor lines, water or wastewater pump stations, design of constructed in place clear wells, intake structures, rehabilitation of an existing treatment facility, and appurtenant work to above (electrical, HVAC, etc.).

Table II ordinarily will apply to all other design work such as water lines, minor water treatment facilities (chlorination only), elevated tanks and foundations, and manufacturer or contractor designed clear wells (metal or concrete).

Table III will apply to resident construction inspection.

Contract construction amounts for each separate contract shall be utilized to determine the respective compensation percentage for ENGINEERING and INSPECTION fees for said contract.

	Table 1	Table II	Table III
Total Actual	%	% o	%
Construction Cost	Fee	Fee	<u>Fee</u>
100,000	10.80	9.10	7.50
200,000	9.80	8.40	7.40
300,000	9.20	8.00	7.30
400,000	8.90	7.70	7.20
500,000	8.50	7.40	7.10
600,000	8.30	7.20	7.00
700,000	8.10	7.00	6.90
000,008	7.90	6.90	6.80
900.000	7.80	6.80	6.70
1,000.000	7.70	6.70	6.60
2.000.000	7.20	6.30	6.10
3,000,000	6.90	6.00	5.60
4.000,000	6.70	5.70	5.50
5.000,000	6.40	5.50	5.40
10,000,000	6.20	5.30	5.30
15.000.000	6.10	5.20	5.20
20,000,000	6.00	5.10	5.10

The fee for project costs falling between the figures shown in above table shall be interpolated to nearest one-hundredth of one percent.

ATTACHMENT II
AGREEMENT FOR ENGINEERING SERVICES
HOURLY RATE SCHEDULE FOR

ADDITIONAL SERVICES	
RATE SCHEDULE:	Regular Rate Schedule
ENGINEERING	
ENGINEERS (ASCE PROFESSIONAL GRADE DESC	RIPTIONS)
Junior Engineer (1)	\$54.00 per hour
Junior Engineer (II)	\$63.00 per hour
Assistant Engineer (III)	\$81.00 per hour
Engineer (IV)	\$90.00 per hour
Senior Engineer (V)	\$117.00 per hour
Senior Design Engineer (VI)	\$126.00 per hour
Principal Engineer (VII)	\$135.00 per hour
TECHNICIANS	
Engineer Technician	\$58.50 per hour
Inspector	
Entry Level	\$50.40 per hour
Intermediate	\$54.00 per hour
Advanced	\$57.60 per hour
SURVEYING CREW CHIEFS/SURVEYORS IN TRAINING	
Crew Chief	\$54.00 per hour
REGISTERED LAND SURVEYORS	
Registered Land Surveyor	\$76.50 per hour
SURVEY CREWS	
Two-Man Survey Party	\$90.00 per hour
Three-Man Survey Party	\$108.00 per hour
Four-Man Survey Party	\$117.00 per hour
One-Man Survey Party with Robotics	\$103.50 per hour
Two-Man Survey Party with Robotics	\$117.00 per hour
One-Man Survey Party with Mapping Grade GF	S \$67.50 per hour
One-Man Survey Party with Survey Grade GPS	\$135.00 per hour
Two-Man Survey Party with Survey Grade GPS	\$148.50 per hour
MONUMENTATION	
Irons (18" to 24" Lengths)	\$5.00 each
Irons (14" x 48" Lengths)	\$20.00 each
Irons (1¼ x 48 Lengths)	\$25.00 each
Concrete Monuments	\$30.00 each
Concrete Monaments	
DRAFTING	
DRAFTSMEN	#7.00 \
Innine Deoftenan	\$36.00 per hour

Junior Draftsman

Senior Draftsman

\$36.00 per hour

\$45.00 per hour

Regular Rate Schedule

CAD OPERATOR

\$54.00 per hour

CDBG ADMINISTRATION **ADMINISTRATORS** Project Administrator **TECHNICIANS**

Technicians

\$45.00 to \$126.00 per hour

\$54.00 per hour

STAFF SUPPORT Secretarial/Clerical/Staff Support Secretarial

\$40.50 per hour

REIMBURSABLE EXPENSES

Mileage

COST + 12% (cost + 12%)\$0.60 per mile

Reference staff support, no charges are made for routine secretarial/clerical activities. These costs are recognized as overhead and are reflected in other hourly rates as shown in our rate schedule. In special cases which require non-routine secretarial/clerical activities, hourly rates as shown in the rate schedule are charged.

PROFESSIONAL ENGINEERING

ASCE PROFESSIONAL GRADE DESCRIPTION

<u>Grade</u>	<u>Title</u>	Registration	Responsibilities
I	Junior Engineer	EIT	Limited Design Assistant Project Enginee
11	Junior Engineer	EIT	Limited Design Assistant Project Enginee
111	Assistant Engineer	EIT or PE	Design Assistant Project Enginee
IV	Engineer Elben Brozosky Tim Lewis	PE	Design Project Engineer
V	Senior Engineer Charles Joyner Mike Barnette Phillip Abeyounis Rich Moore Bradley Gillam Joe McKemey Cecil G. Madden, Jr.	PE	Design Project Engineer
VI	Senior Design Engineer Ronnie Thompson	PE	Design Project Engineer Supervisory
VII	Principal Engineer Van Lewis Tyndall Lewis	PE	Design Project Engineer Supervisory

Resolution Ordering the Tax Administrator to Advertise Tax Liens

RESOLUTION ORDERING THE TAX ADMINISTRATOR

BE IT RESOLVED;

Under North Carolina General Statute 105-369(a), the Carteret County Board of Commissioners does hereby order the Carteret County Tax Administrator/Collector to advertise in a newspaper of general circulation in the County, the liens which are held by Carteret County, the Town of Cedar Point, the Town of Bogue, the Town of Indian Beach and the Town of Peletier on real property.

Witness my hand and seal, this the 16th day of February, 2009

Douglas W. Harris, Chairman Carteret County Board of Commissioners

Jeanette Deese, CMC Clerk to the Board

11. Resolution Authorizing the Sale of Surplus Property at Electronic Auction

RESOLUTION AUTHORIZING THE SALE OF SURPLUS PROPERTY AT ELECTRONIC AUCTION

WHEREAS, the Board of Commissioners of Carteret County desires to dispose of certain surplus property of the County of Carteret at electronic auction pursuant to North Carolina General Statue 160A-270(b).

NOW, THEREFORE BE IT RESOLVED, by the Carteret County Board of Commissioners that:

- 1. The attached list of described property is hereby declared to be surplus to the needs of the County of Carteret.
- 2. The County Manager or his designee is authorized to receive on behalf of the County bids at electronic auction on February 27, 2009, for a period of 45 days for the described property.
- 3. If all items are not sold at said Electronic Auction, the County Manager is authorized to dispose of the surplus property.
- 4. The electronic auction will be online with GovDeals. Items may be inspected prior to bidding by contacting the County Purchasing Agent, 252/728-8414. A public computer will be provided to view items located in the lobby of the Carteret County Administration Building, Courthouse Square, Beaufort, NC 28516. Electronic computers are available at the Carteret County Libraries. The terms of the sale shall be final.
- 5. Successful bidders will receive a Buyer's Certificate by email from GovDeals.
- 6. Payment in full is due not later than 5 business days from the time and date of the Buyer's Certificate. The terms of the sale shall be U. S. Currency, Certified Cashiers Check, Money Order, or Company Check (with bank letter guaranteeing funds) made payable to Carteret County. Payments shall be made at the location listed in the Buyer's Certificate. All property to be sold is as is, where is, with no warranty of condition by the County of Carteret.
- 7. All items must be removed within 10 business days from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal and any and all property awarded to them from the place where the property is located as indicated on

the website and in the Buyer's Certificate.

- 8. All terms and conditions are displayed at the top of each page of each item listed in Gov Deals.
- 9. The Clerk to the Board of Commissioners shall cause a notice of this resolution to be published not less than ten (10) days before the auction in accordance with N.C.G.S. 160A-270(b).
- 10. The Board of Commissioners reserves the right to reject any or all bids.

Adopted this day February 16, 2009

Douglas Harris, Chairman Board of Commissioners

Attest:

Jeanette Deese, Clerk to the Board

ltem	Qty.	Serial #	Condition	Location	Dept
Furniture					
3 Hole Punch	1		Fair	Supply Room	Tax
Adding Machine	1		Fair	Senior Center	Senior Center
Announcement Case Arrow-shaped white	1		Fair	Senior Center	Senior Center
board	1		Poor	Senior Center	Senior Center
Binding System	1	ME01245	Fair	Senior Center	Senior Center
Broken vinyl chair	1		Poor	Senior Center	Senior Center
Desktop Podium	1		Fair	Senior Center	Senior Center
Floor fans	1		Fair	Senior Center	Senior Center
Hanging files	1		Fair	Senior Center	Senior Center conference
HP	1		Fair	Tax Dept	room
Manilla folders	1		Fair	Senior Center	Senior Center conference
Monroe	1		Fair	Tax Dept	room
Paper towel dispenser	1		Fair	Senior Center	Senior Center

ı	5					conference
	Plastic desk organizers	1		Fair	Tax Dept	room
	Plastic desk organizers	4				conference
	l lastic desk organizers	1		Fair	Tax Dept	room
١	Plastic desk organizers	1		Fair	Tax Dept	conference
	Plastic desk organizers	1		Fair	Senior Center	room
-	Plastic desk organizers	1		Fair	Senior Center	Senior Center
-	Plastic desk organizers	1		Fair	Senior Center	Senior Center Senior Center
ı	Plastic desk organizers	1		Fair	Senior Center	Senior Center
1	Plastic desk organizers	1		Fair	Senior Center	Senior Center
ı	Plastic desk organizers	1		Fair	Senior Center	Senior Center
	Plastic desk organizers	1		Fair	Senior Center	Senior Center
	Plastic portable file	1		Fair	Senior Center	Senior Center
	Presentation/bulletin				ocinor ocinci	Geriloi Gerilei
	board	1		Fair	Senior Center	Senior Center
-	Security Camera Monitor	1	2005 305475	Poor	Senior Center	Senior Center
	Security Camera Monitor	1	M5090992	Poor	Senior Center	Senior Center
	Soap dispenser	1		Fair	Senior Center	Senior Center
	Soap Dispensers	3		Poor	Senior Center	Senior Center
	Square note pad holders	1		Fair	Senior Center	Senior Center
	Table/shelf	1		Fair	Senior Center	Senior Center
	Victor	1	conference room	Poor	Tax Dept	Tax Dept
	Victor	1		D	-	conference
╢	Weather Monitor	1 1	98W229498	Poor	Tax Dept	room
	White board 18 X 24	1	9000229490	Poor	Senior Center	Senior Center
	Write board 16 X 24	1		Fair	Senior Center	Senior Center
	Whiteboard	1		Fair	Tax Dept	conference room
					rux Bopt	conference
	Whiteboard	1		Fair	Tax Dept	room
	Wooden easel	1		Fair	Senior Center	Senior Center
	Wooden Podium	1		Poor	Senior Center	Senior Center
∥	Electronics					
∥	Electronics				5	
1	8x20 Conex Box	1		Poor	Parks N Rec Off	Parks N Rec
	Calfone tape deck	1		Poor	Senior Center	Senior Center
	and tape dook	•		1 001	Parks N Rec	Senior Center
\parallel	Canon Sure Shot 35mm	1		Fair	Off	Parks N Rec
	Electric Typewriter	1	F86393794	Fair	Senior Center	Senior Center
	Electric Typewriter	1		Fair	Senior Center	Senior Center
I	GE Digital Messaging					
\parallel	Sys.	1	90120033	Fair	Finance Office	Parks N Rec
∥	Keyboards	1		Fair -	Senior Center	Senior Center
I	Measuring Device	4		Poor	Supply Room	Tax
\parallel	Measuring Device	1		Poor	Supply Room	Tax
1	Measuring Device Measuring Device	5		Fair	Supply Room	Tax
∦	Monitor	2 1		Fair	Supply Room	Tax
	Mouse	•		Fair	Senior Center	Senior Center
	Polaroid Camera	1 1	U6\/ 501E2\/D\DA	Fair	Senior Center	Senior Center
	Polaroid Camera	1	H6V 5S1E3 VD DA H7T 8ER7Y CD DA	Fair	Finance Office	Parks N Rec
	Portable PA System	1	S122	Fair	Finance Office	Parks N Rec
	· Ortubio i A Oyaloili	ı	GIZZ	Poor	Senior Center Parks N Rec	Senior Center
	Ricoh FT3813	1	6402767	Poor	Off	Parks N Rec
	Scanner	1	•	Fair	Senior Center	Senior Center
	VHF Mobile Radio	1	70-1395B/049610.	Poor	EMS	EMS
			WH6016B/309-			
	Wilson VHF Mobile Radio	1	A02819	Poor	EMS	EMS

12. Approval of Transportation Committee's Proposed 2011-2017 Transportation Improvement Program (TIP) Priorities

Fair

Off

Parks N Rec

This item was moved to the regular agenda as item # IX.

1

Woods

13. Approval to Transfer County Dentist Position to the Board of Education

This item was moved to the regular agenda as item # IX. (a).

IV. PUBLIC COMMENT

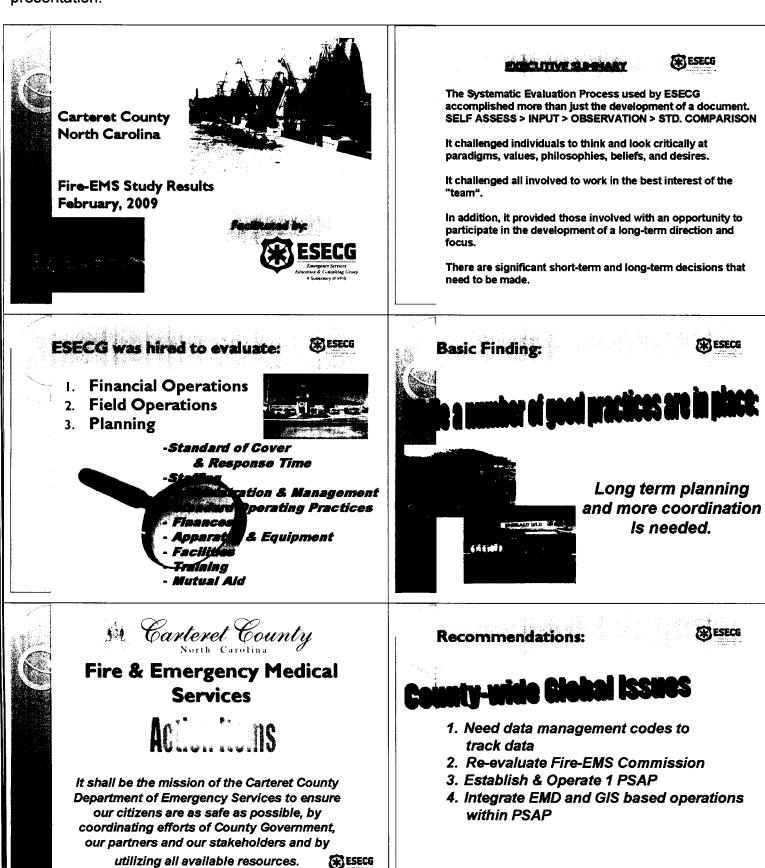
Bill Shore expressed his discontentment that the Board previously appointed Tom Steepy to the Hwy. 70 Corridor Commission when there were other applicants for consideration. He said Commissioner Faircloth made a comment that he felt was uncalled for, rude, crude and unacceptable. Mr. Shore felt he was owed a public apology and suggested that Commissioner Faircloth should resign.

Chairman Harris cautioned Mr. Shore that the public comment segment of the meeting was not intended for citizens to invoke personal criticisms of individual Commissioners.

Ernie Hussey welcomed Commissioner Joyce to the Board and said he hoped he would use his wisdom and insight to help the County. Mr. Hussey expressed his concern about the economy, noting that our County has many citizens who are in need of financial assistance. In an effort to help these people, he encouraged everyone to drop off their unwanted items to the Salvation Army for those in need. He also encouraged the Marine Fisheries Commission to ease up on shellfish regulations so people who were hungry could harvest ½ peck of oysters without being fined.

V. PRESENTATION BY ESECG ON THE DRAFT FIRE & EMERGENCY MEDICAL SERVICES MASTER PLAN

William "Bill" Jenaway, Executive Vice-President of VFIS/ESECG, reviewed the following power point presentation:



Recommendations:

- 5. Establish Standard of Cover
- 6. Formalize & Expand Isolation Plan
- 7. Install AVL in EMS units
- 8. Develop Recruitment & Retention Plan 9. Reorganization/Restructure EMS Delivery System
- 10. Annual SOG Review
- 11. Additional SOG's deemed appropriate
- 12. Develop Operational Strategic Guideline

Recommendations:

- 13. Standardized approach to Budget
- Presentation including an annual plan 14. Develop a Group Purchasing Capability
- 15. Incorporate Dissolution Clause in
- Organization By-laws
- 16. Comprehensive Approach to EMS Delivery and equipment procurement

Recommendations:

ESECG

ESECG

System 1 Current System	System 2 Contracted System	System 3 County-Based
* No SOC * Minimal structure/control * 15 Stations * 30 Units * Overlap of services	* SOC Defined * More efficiencies than "1" * 13 Transport Units (1P1E)	* SOC Defined & In place * More efficiencies * Improved Deployment * 13 Transport Units (1P1E)
* \$3.5 million cost not including agency costs 34 staff/units/structures \$1.8 million	* \$7.5 million basic cost * \$2.7 million billing income * \$4.7 million GAP	* \$5 million basic cost ? Can Bill if Taxed?

Recommendations:

ESECG

ESECG

17. Establish Standard of Cover

- 18. Action Items for Insurance Rating &
 - Service Delivery Improvement
 - Move Western Carteret Station
 - Eliminate Wildwood Station - Consider Reorganizing Stations on Eastern Area to one department with
 - multiple substations - Refine "box" dispatches based on risk

& closest station

Recommendations:

- 19. Establish Recruitment & Retention Plan
 - 20. Standard Recordkeeping formats
 - 21. Reconstitute Fire/EMS Commission
- 22. Integrate Strategic Operational Guideline 23. Develop County-wide Standard Operating
- Guidelines 24. Provide an "Annual Plan" with each budget request

Recommendations:

ESECG

- 25. Develop Group Purchasing Program
- 26. Incorporate Dissolution Clause in Organization By-laws
- Imaging Cameras 28. Attempt to Secure Funding for Portable

27. Attempt to Secure Funding for Thermal

- Radios
- 29. Establish Standardized Radio Nomenclature

Recommendations:

ESECG

Next Steps

ESECG

- 1. Complete Presentation to Commissioners (tonight)
- 2. Answer Questions (tonight)
- (within 10 days)
- 4. Submit Final Document and Support Materials (within 2 weeks)

30. Establish Strategic Plan for Training consistency 31. All agencies should sign the county

mutual aid agreement

Mr. Jenaway explained that the report was structured so that if you wanted to deal with just the EMS you could extract EMS but if you wanted to deal with fire only, you could extract fire from the report. He said this could occasionally appear to be a duplication but it really wasn't redundant. For instance, under staffing for both elements, he suggested a recruitment retention plan. Mr. Jenaway said they were not able to extract the data on standards of coverage and response time with the 911 system that was in place at the time of the study but that was just a function of the system. It was his understanding that the new system would have this capability. He recommended that once the new system was up and running that a tracking system be put in place and that this standard of coverage be established. Mr. Jenaway said that was really what drives the long-term apparatus needs, staffing needs, and performance requirements.

Mr. Jenaway said they had been to all the agencies at least twice and they had talked to the Chiefs and staff. He felt there were good practices in place. He said as new equipment enters the marketplace and as new procedures and litigation occurs, there would be a need to look at long-term planning within the County.

Mr. Jenaway said they felt the mission statement conveyed that County Government would like to work with the partners and the stakeholders as much as possible to use the resources to the best to everyone's ability of bring the best possible outcome. In regard to county-wide global issues, Mr. Jenaway said it was critical to use data management to establish base lines to determine what level of service was actually being provided.

Mr. Jenaway said one of the key points they heard as they travelled throughout the County was the concern over the Fire and EMS Commission. He said after they looked at all of the aspects, they felt the Fire and EMS Commission needed to be tweaked a little to focus on some critical issues of long-term planning. Mr. Jenaway said one of their big concerns was the methodology used for the capitalization of equipment. He said the Fire & EMS Commission should be looking at some type of leveling expenses over time through the use of purchasing programs. Mr. Jenaway said it was pretty clear that while standard operating guidelines existed in agencies, there wasn't common objectives or procedures. He said since we rely on multiple agencies to respond to some of the same emergencies, many are working from different sets of guidelines, so there could be conflicts or challenges in both management and operations. Mr. Jenaway said the idea of standardized guidelines for Fire & EMS and an expansion of those for county-wide operations wasn't a takeover but it was simply a reorganization of how everyone could provide the same work levels.

Mr. Jenaway said the Emergency Medical Dispatch (EMD) system will allow dispatchers to help the responding agencies to prioritize the medical emergencies and give the guidance so that if an incident occurs, the dispatcher may be able to give some kind of guidance to the person on the phone to help manage the emergency until the appropriate resources could get to the scene. He explained that the Geographic Information System (GIS) actually works in concert with a device in the radio that will identify the closest medical unit to the call and will be able to direct that unit to respond. He said this helps eliminate artificial boundaries and allows the closest unit to the emergency to respond. Mr. Jenaway said those features were in the new system and the County should consider integrating them as soon as possible.

In reference to Emergency Medicine, Mr. Jenaway said he had talked to Dr. Lowery on those recommendations and he felt the first one should be the establishment of a standard of cover. He said the standard of cover was how long it would take to get a tool to handle a specific problem to an emergency. Mr. Jenaway said they had no reason to believe that units were outside of a reasonable standard of cover except when they had to travel a long distance, such as transporting from the South River or Sea Level areas. He said Beaufort EMS has an excellent isolation plan in place for that portion of the County, should there be an emergency that wouldn't allow them to travel across the bridge. Mr. Jenaway felt there should be something similar on the island.

Mr. Jenaway said the County has the potential for a shortage of paramedic and EMT personnel, due to a variety of reasons. As growth occurs, the County will need a recruitment retention plan for hired staff and volunteers. He commended the Morehead City Department for their work in training which had been implemented; however, he felt that needed to be expanded and continued. Mr. Jenaway reiterated the need for standard operating procedures, with Dr. Lowery reviewing these annually.

Mr. Jenaway also recommended the development of operational strategic guidelines because in today's world, emergency responders must understand the level of risk they are subjected to when responding and weigh those risks.

In reference to the recommendation of a standardized approach to budget presentations and annual reviews, Mr. Jenaway said they were impressed with the plan submitted by Harkers Island because they looked 5 years out and tried to capture some specifics that were needed.

Mr. Jenaway said they recommended that groups develop group purchasing guidelines, noting the possibility of 15-20% reduction in the costs of vehicles and supplies. He said they noticed the incorporation of a dissolution clause in the bylaws of both fire and EMS programs so that when organizations merged or dissolved their assets that were typically paid for by public funds could be returned to the public safety system.

In regard to the comprehensive approach to EMS delivery and procurement, Mr. Jenaway said the report outlined 3 potential models. He reviewed the EMS system options and said under System 1, you have no standards of coverage and the agencies operate under minimum structure. Mr. Jenaway said they are supplied a variety of resources through the EMS office. He said the savings may not actually be as significant as it might look.

Mr. Jenaway said System 2 was what they referred to as a contracted system using 13 transport units which would have 1 Paramedic and 1 EMT 24 hours a day, 7 days a week. He said this would be more efficient than System 1 and would allow for more coverage because not all of those units are protected with 7 day - 24 hour coverage. He anticipated some savings over System 1.

Mr. Jenaway said there would be more efficiency for the County to go with a full County-based system, as outlined in System 3 because there would be less management oversight than in the contracted system.

Chairman Harris asked why System 3 couldn't bill just as System 2. Mr. Jenaway said they could, if the Board chose to go that route. Chairman Harris said if they billed at the same rate, he assumed the estimate should be

about the same for Systems 2 and 3. Mr. Jenaway said there would be some initial capital costs associated with System 3, so they would end up with a number around the same \$5M in the end.

Commissioner Faircloth said Mr. Jenaway had indicated that the cost for System 3 would go up over the years. He asked if the cost for System 2 would go up. Mr. Jenaway said the cost for System 2 would go up but the increase may not be as dramatic because some of the cost would remain at the local level verses taking it to the County level in System 3. Commissioner Faircloth questioned what would change in terms of ambulance costs. Mr. Jenaway said System 3 would have more units over time. Commissioner Faircloth said he thought Mr. Jenaway previously said System 3 would be less expensive and go up more. Mr. Jenaway said he was sorry if he said that because the cost would actually be less over time for System 3. Commissioner Joyce said he thought Mr. Jenaway said System 2 could catch up with System 3. Mr. Jenaway clarified that System 2 would overtake System 3 in time. Commissioner Faircloth questioned the 13 units in System 2, opposed to System 3 being based on service calls or mileage. Mr. Jenaway said the unit hour utilization makes sure that they were not stressing people and looked at a reasonable timeframe from a station location to all areas within a district, with the one exception of South River/Merrimon area. He said because that area is so far removed and they receive so few calls that they don't have much of an alternative, other than to keep a volunteer staff.

Chairman Harris said he was still trying to figure out the \$5M basic cost and having the County bill just as the billing is currently being done. He asked why they couldn't subtract the \$2.7M from the \$5M. Mr. Jenaway said with Systems 1 and 2, they were using the assets of the existing organizations to house the apparatus and they actually owned the apparatus so those capital costs in System 3 could ultimately come to the County because they would now be looking at building their own facility to house those units and they would become the County's vehicles. He said they had discussed this with the Insurance Department and the State Fire Marshal with regard to what could be done within the County to help the insurance ratings by filling in gaps that exist. He pointed out that the Western Carteret Station was a little out of the mainstream and they recommended that it be moved if possible, in order to benefit the residents of that area as well as the whole area of Broad and Gales Creek. He said the ladder truck could be used in mutual aid, which was number one in today's world when you have limited response and rely on mutual aid. Mr. Jenaway said this might constitute moving a fire station. He said there was also discussion about eliminating the Wildwood Station if Morehead City deemed it appropriate to take that station in. In reference to the eastern stations, Mr. Jenaway said there might be some benefit in looking at taking the 5 stations in that area and having multiple sub-stations. He said that didn't mean that individuals that were in charge of those different stations, like Atlantic or Cedar Island, would lose their identity. He said they would all utilize one group or agency as the lead group and they would all participate, while still having their own entity, which would save time for the volunteers.

Mr. Jenaway said the last item was dispatching, with regard to how close the risk was to the station and his group recommended that within the change to the new 911 System, there was going to be the expectation that they look at the major risks and what mutual aid may need to handle because the dispatch process will be different. He said the other issue was the closest station. Mr. Jenaway said overtime the dispatch should be changed so that the risk was evaluated and the right amount of mutual aid was dispatched, as well as the closest station. He clarified that they were not recommending that the County take over the fire service but they realized that the County should utilize all resources to the best of our ability. He said they believed that a portable radio needed to be replaced, as well as the thermal imaging camera. Mr. Jenaway said FEMA had been awarding emergency grants for the past 7 years to assist firefighters and he thought our County qualified to submit a group application for the entire County through the Fire Marshal's Office. He thought the Fire & EMS Commission should define what should be implemented within the County. Mr. Jenaway said they also found a number of the agencies did not have a signed County Mutual Aid Agreement and this should be a requirement. Mr. Jenaway said they wanted the Fire & EMS Commission to look at this and what type of apparatus should be in each fire station, according to the state guidelines for pumpers, water tankers, and field pieces. He said the Commission should look to see if those devices were in the stations and also look at a long-term plan to monitor the purchase of apparatus and develop a capital replacement plan. Mr. Jenaway said this would breed efficiency in operations and mutual aid.

Commissioner Faircloth said, as he understood it, going from what the County now has to option #2 would save about \$2.5M per year, plus it would give us better operating efficiency; however he got the impression that Mr. Jenaway didn't recommend this. Mr. Jenaway said he recommended that the County ultimately move to option #3 but it would not occur overnight. Commissioner Faircloth questioned why. Mr. Jenaway said, typically when you have these kinds of transactions, there are cultural issues and conflict issues that develop and the County wouldn't have good operating efficiencies until you move through the conflict and cultural challenges. He said there is usually a resistance to change and personnel changes would sometimes result in training problems. He said, in reality, it is about a 3-5 year plan, based on local challenges. Commissioner Faircloth pointed out that it was expensive at \$2.5M per year.

Commissioner Joyce asked if the equipment was rotated out on the number of miles on the vehicles or wear and tear. Mr. Jenaway said they recommended that each vehicle be evaluated on a regular basis and they use a form to identify the 7 major components of a vehicle. He said the County Maintenance Department could be the evaluators to determine if a vehicle could last another year or if it should be replaced. Mr. Jenaway said it had been their experience that when a County sets up this program, they ultimately end up with a reserve because they could extend the life of many units. Commissioner Joyce agreed that that made sense.

Commissioner Nelms said he had been preaching for years on consolidating 911 systems, noting that he had worked for Halifax County before they had a 911 system. He expressed his gratitude to Mr. Jenaway, the EMS staff, the Fire & EMS Commission, and all agencies who had worked on this plan. Commissioner Nelms said it

had long been a fact of individual territories and personalities with regard to Fire & EMS combining systems and for 911 because each agency wanted to have control and say so; however, he felt the recommendations by Mr. Jenaway were on target. He hoped the Board would realize that they could not put a price on the lives of citizens. Commissioner Nelms said he felt Carteret County was behind the curve in updating its 911 system, given the fact that we were one of the richest counties in the state.

Commissioner Lewis said he had gained a lot of insight from Mr. Jenaway's presentation. He asked if the Board would be getting another draft of the plan. Mr. Jenaway said he would be glad to get another copy, based on feedback, if that was the pleasure of the Board. Commissioner Lewis said he felt the document contained many good ideas and suggestions but it was very lacking in detail and it was more of a generalization. He said he thought several other Board members were of the same opinion so he wasn't ready to sign-off on this until another draft was provided and he was given adequate time to review it.

Commissioner Lewis referred to the suggestion by Mr. Jenaway to eliminate the Wildwood System in his district but he found no analysis or rational to back up this general statement. He asked Mr. Jenaway to elaborate.

Mr. Jenaway said when you look at the resources, location and the abilities of the agencies in the location of these two fire stations, they were very similar and both could be managed in a different fashion. He said the idea was to consider this and decide which one would be eliminated, whether it be Morehead City or Wildwood. Mr. Jenaway said they believed that the Wildwood location has the greater potential to be the one to be transformed into something else at that location. He said it could be reduced in size or scope but part of that would depend on the actual risk and they would have to take a look and deal with the other issue of the combination of EMS units because the EMS units drives the services out of that station. Mr. Jenaway said some of this recommendation was based on data they were able to access and some was based on the projection that Morehead City would be annexing that area. Mr. Jenaway said one of the ways to achieve the savings of the \$2.5M would be to utilize some of the existing resources so if they continued to find some kind of equivalency or trade-off and use the existing location that would save the County some capital cost.

Commissioner Lewis referred to page 19 which dealt with the four PSAPS in one County-wide system. He said it was his understanding that only 3 of the 4 PSAPS were integrated or planned to integrate into the County-wide system. He asked Mr. Jenaway how this figured into their consideration. Mr. Jenaway said they were under the impression that all four were participating; however, if there was three, there were many scenarios where a single PSAP continues to handle specific types of activities within a bigger system. Commissioner Lewis asked if Mr. Jenaway recommended that they all be consolidated. Mr. Jenaway said if there was a specific need, that should to be brought out and they heard there was an administrative need for the PSAPS.

Commissioner Joyce said he went through this before in the late 1990's before the County started the Paramedic System but the history of the County was that in these rural areas it was mainly volunteers and due to the liability reasons, departments graduated into more and more paid staff. He said a lot of people had put their heart and soul in these individual free-standing departments and they hated to let go, but at the same time, the world changes and we were evolving more into paid staff departments with less volunteers because of liability reasons. He asked Mr. Jenaway if they had found that this was a driving force.

Mr. Jenaway said the liability issue was one of the key reasons for the closest station response and the standard of coverage comes from national standards. He agreed that there was often resistance to give up a department or change it. He said his firm has to look at whether or not a department was providing the best service at a reasonable cost and many times that was the driving force behind their recommendations. He said he realized the report would take hits but it was intended to create constructive thinking. He said if the Wildwood Station was deemed to be the right thing, after discussion through the Fire & EMS Commission, and the Morehead City Station was moved somewhere else, then the report would have done just what the Board asked it to do, which was to take an analytical look at things and come up with some ideas as a catalyst of change to move forward.

Chairman Harris asked Mr. Jenaway if there was a template model that had worked better than others for integrating volunteers with paid personnel. Mr. Jenaway said every year there is a 1%-7% shift of truly volunteer organizations and this was happening every year within the 32,000 fire departments in the United States. He said they refer to this process as management redesign and the challenge comes when you only have one paid person in an organization. Mr. Jenaway said when you get multiple paid staff there is a quick expectation of the volunteer that he doesn't have to respond to everything anymore. He said it was much more difficult to manage a combination organization that an all paid or all volunteer department. Mr. Jenaway said there were many excellent models, both large and small.

Commissioner Faircloth said it was his understanding that the Dare County system had about 8 stations. He noted the similarities to our County, in terms of being spread out about 100 miles. Mr. Jenaway said the report recommended 13 stations for Carteret, based on the high volume times and the surge of population during the summer months. He said he recognized that there is a surge unit for the summer period so there would not be 13 units on the street at all times. Chairman Harris asked if Dare County added some surge units during the summer. Commissioner Faircloth said they did for some heavy populated areas.

Commissioner Lewis asked Mr. Jenaway to explain how he involved the various fire departments and EMS departments for participation in information gathering. Mr. Jenaway said each agency was sent a questionnaire and his company captured a variety of information from those responses. He said they took that data on response capabilities and information from the 911 Center, as well as physical site visits and analyzed the Fire

and EMS stations. Chairman Harris asked if all departments responded to the questionnaire. Mr. Jenaway said yes; however, some responded in advance and others when they conducted their site visits.

There being no further questions for Mr. Jenaway, Chairman Harris thanked Mr. Jenaway for his presentation.

VI. INTERLOCAL AGREEMENT BETWEEN CARTERET COUNTY AND THE BEAUFORT-MOREHEAD CITY AIRPORT AUTHORITY FOR A LOAN TO CONSTRUCT ADDITIONAL HANGERS

Background Information

FROM: BEAUFORT-MOREHEAD CITY AIRPORT AUTHORITY RE: REQUEST FOR LOAN TO BUILD HANGERS BACKGROUND:

The Beaufort-Morehead Airport Authority is charged with managing this asset for the County. For many years it has been our desire to become self-sufficient operationally. Other than the County, the sources of revenue are rents and flowage fees from the sale of aviation fuel. There are currently about 70 airplanes based on the airport (and paying property taxes). Due to the salt environment, the frequency of high winds, and the added security, most airplane owners prefer to keep their planes in a fully enclosed hanger when not in use. There are 50 hangers on the field including 33 owned by the Authority. Four are corporate hangers that pay a ground rent and which will belong to the Authority upon the expiration of their leases. There are 13 private hangers located adjacent to the field with taxiway access to the field. All of these hangers are occupied and there is a waiting list of eight. It has been many years that a hanger was not immediately rented when it became vacant for whatever reason. When the NC DOT acquires the right of way for the new Gallants Channel Bridge, the 13 adjacent hangers will be lost as well as one that belongs to the Authority. There will be a total of 22 owners needing hanger space. This has created the desire for the Airport Authority to develop new hangers at this time.

REQUEST:

The proposal is to build a new building which divides into 10 tee hangers capable of housing airplanes up to the light twin category. The rest of the infrastructure such as taxiways and stormwater are already in place. Rent for these would be projected at \$250 per month which is competitive with New Bern and Jacksonville Airports. Attached is a pro-forma showing the income and expenses for the hanger project. We would ask that the County make a 15 year loan at a rate satisfactory to the County in the amount of \$200,000 to the Airport Authority, which would fund two thirds of the cost with the other \$100,000 coming from the Authorities current surplus. Level monthly payments over the life of the loan and no prepayment penalty would be the preference. Construction should begin as soon as possible since costs are lower than just 6 months ago and the demand should have them filled almost immediately. Once an airplane leaves the field for a hanger elsewhere, it is difficult to bring them back.

Beaufort-Morehead City Airport Authority January 25, 2009

Pro-forma for 10 new nested Tee Hangers

\$300,000 construction cost

\$100,000 equity from Authority

\$200,000 borrowed at 4% APR(as an example) for 15 year term, level payments. \$17,800 per year. 10 hangers renting for \$250 each equals \$30,000 less a 10% vacancy & 5% Maintenance allowance is \$25,500

Cash flow after debt service is \$7,700 per year.

Cash now after debt service is \$7,700 per year.

Mr. Kenny Lohr, Chairman of the Beaufort-Morehead City Airport Authority said all the members of the Authority take their jobs seriously and understood that they act on behalf of the Board of Commissioners. Mr. Lohr said he was there to ask for a loan of \$200,000 to build ten new T-Hangers at the airport, as outlined in the above referenced materials. He said he and Jim Bailey would be happy to answer any questions.

Commissioner Lewis asked how many hangers were presently located at the Airport. Mr. Lohr said there were 50 hangers at the field. Commissioner Lewis asked about the average occupancy rate of those hangers. Mr. Lohr said the occupancy rate was 100% and had been for some time. He said anytime there was a vacancy, the hanger was immediately rented. Commissioner Lewis asked how many hangers they anticipated losing when the new bridge is constructed. Mr. Lohr said 13 hangers would be lost. Commissioner Lewis asked Mr. Lohr if he expected the desire to house airplanes in hangers to continue. Mr. Lohr said yes, noting that they currently have 8 people on a waiting list in addition to the 13 hangers that will be lost.

Commissioner Joyce said he thought this project would require an Engineer for the design work. Mr. Lohr said

they were looking at different options. If they build stick built hangers, this will require an Engineer for the design work but there were also companies that provide pre-engineered, prefabricated hangers. Commissioner Joyce said this would require an Engineers seal for the facility. He asked Mr. Lohr if they had a good feel as to what this facility would cost. Mr. Lohr said Pat Smith had done some preliminary estimates and they felt they could build the facility for the amount of money they were requesting. Commissioner Joyce asked if they would need any special stormwater permits. Mr. Lohr said they had their stormwater permits in-hand and the taxiways were built. He said they only had to do the site work. Commissioner Joyce said he wanted to be sure the Authority didn't think they would need to come back to the Board for additional funding. Mr. Lohr said they were comfortable with the numbers they were asking for and they felt it was a good time to be doing this project. Commissioner Joyce agreed about the timing but cautioned Mr. Lohr to make sure they had everything in order before proceeding.

Commissioner Faircloth disclosed that he was in a group that has a hanger located off the field that would be taken out by the Gallants Channel Bridge so he hoped another hanger would be available when that time comes.

Commissioner Allen said the waiting list was one of the reasons that he sold his plane because he couldn't find anywhere to hanger it. He agreed that the waiting list had been long and constant for quite some time. Mr. Lohr said at one time there was about 10-12 on the list but it was now down to 8, probably because some planes had gone somewhere else, possibly New Bern. He said they were still getting calls from people wanting hangers but when the found out how long the waiting list was they didn't ask to be put on the list.

Commissioner Allen asked Mr. Lohr if he felt they could fill the new hangers. Mr. Lohr said they were fairly confident that they could fill them.

Commissioner Nelms said he wrote a letter to Mr. Lohr on November 22, 2008 and he asked several questions about the ownership of the Airport property and about usage of the Airport; however, to date, he never received an answer to his questions. He said Commissioner Lewis had addressed a couple of those questions, and Commissioner Faircloth had disclosed that he rented a hanger. Commissioner Nelms reminded Mr. Lohr that the Airport Authority works at the pleasure of the Board of Commissioners. He said he wasn't born with a silver spoon in his mouth and he didn't have a million dollars in his bank account but he was elected by more than 10,000 people in the County to represent them as a County Commissioner. Commissioner Nelms said he felt his questions were legitimate and should be answered by the Airport Authority. He asked Mr. Lohr if he was prepared to answer his questions or was he asking for a loan from the taxpayers without providing adequate information. Mr. Lohr said he had provided the information that was relevant to the loan that the Airport Authority was requesting. Commissioner Nelms said the proposed TIP outlined the needs for nearly \$600,000 to construct 10 unit T-Hangers to meet the needs of the Airport's waiting list. He asked Mr. Lohr how many people were on that waiting list and who they were. He specifically asked how many airplanes were currently on Airport property and in need of a hanger for more than one night or a few days. Commissioner Nelms also asked how take-offs and landings occur at their Airport on an average day and what was the maximum. He asked what type of airplanes were using the runways and whether they were local commercial privately owned small jets, locally owned personal jets, or personally owned propeller driven planes. Commissioner Nelms said if anyone were to walk into a commercial bank and ask for a \$200,000-\$300,000 loan, they would have to provide answers to those types of questions.

Commissioner Nelms said he was going to vote against this and he was going to vote against everything for the Airport in the future if Mr. Lohr didn't provide him with answers to his questions. He said he didn't think Mr. Lohr was being honest with him or the citizens that he represented.

Commissioner Joyce said it was his understanding that the whole point of building the hangers was because after they were paid for they would make the Airport more self sufficient. Mr. Lohr said that was absolutely their goal. Commissioner Joyce said the more hangers they built, the more money they could generate in the long term; therefore, this would help defer the cost to the taxpayers because the Airport was a County owned asset. Mr. Lohr said that was correct, adding that having the airplanes based at the Airport would also increase the tax base for the County.

Mr. Joyce said he lived near the Airport and was aware of all the activity at night; however, he realized they couldn't track everything. He said he thought the Fixed Base Operator (FBO) did some tracking with regard to activity. Mr. Lohr said he wasn't aware of any count that went as far as traffic at the Airport, such as traffic counts on roadways. He pointed out that the Division of Aviation had classified our Airport as a "Red Zone Airport", which is a high use Airport for non-commercial traffic.

Commissioner Joyce said, for the record, he owned 1/3 interest in an airplane but it was kept at Mr. Parker's field near Hwy. 24 and Nine Foot Road. He clarified that he had no assets on the Airport at all.

Motion-Commissioner Allen moved to approve an Interlocal Agency Agreement between Carteret County and the Beaufort-Morehead City Airport Authority authorizing a 15 year loan from the County in the amount of \$200,000 for the construction of a new building to consist of 10 tee hangers at the Michael J. Smith Airfield. Commissioner Lewis seconded.

Commissioner Joyce said it was his understanding that the Airport Authority was putting in \$100,000 towards this project. Mr. Lohr confirmed.

Motion carried 6-1, with Commissioner Nelms opposed.

The Interlocal Agency Agreement was as follows:

INTERLOCAL AGREEMENT BETWEEN CARTERET COUNTY AND BEAUFORT-MOREHEAD CITY AIRPORT AUTHORITY

This Interlocal Agreement is dated for purpose of reference the 16th day of February, 2009 and is made by and between the County of Carteret, North Carolina (hereinafter referred to as the "County"), and the Beaufort-Morehead City Airport Authority (hereinafter referred to as the "Airport"). The purpose of this agreement is to establish the terms of a \$200,000 loan from the County to the Airport for the construction of airplane hangers.

The County agrees to loan the Airport Authority \$200,000 principal, 3.98% interest rate, fifteen (15) year term, level payments, and no prepayment penalty. The County agrees the Airport will draw down the loan proceeds as needed and will pay the County interest only until the construction project is completed.

The Airport agrees to pay the Carteret County Finance Department monthly payments due on the first day of each month. When construction is complete, the Airport will begin making principal and interest payments with the first payment due the month following completed construction. The Airport agrees to use monthly hanger rental income for servicing this debt.

Attest:

Chairman, Board of Commissioners

Clerk to the Board

Beaufort Morehead City Airport Authority

Attest:

Chairman

Clerk

VII. PUBLIC HEARING – REZONING REQUEST BY JAMES MARK OGLESBY (AGENT-ATTORNEY RICHARD STANLEY), TO REZONE 1.5 ACRES, NW CORNER OF HIGHWAY 24 AND WOODED ACRES DRIVE, FROM R-20 TO B-1A

This item was suspended during the adoption of the agenda.

VII. AWARD OF CONTRACT TO JAMES L. CAYTON UTILITIES FOR ALUM-FEED/TSS REMOVAL AT THE LAUREL ROAD WATER TREATMENT PLANT

Background Information

Carteret County

From: Jack Veit, Assistant County Manager of Public Facilities

Subject: Recommendation to Award Contract No. 10 – Alum Feeder/TSS Removal Laurel Road Water Treatment Plant

On December 23, 2008 bids were accepted for the addition of an Alum Feeder at the Laurel Road Treatment Plant

to meet reduced State of North Carolina Division of Water Quality limitations on Total Suspended Solids (TSS). The list below represents the four bids received.

1. James L. Cayton Utilities, Inc\$17,500.002. T.A. Loving Company\$20,000.003. Thomas Simpson Construction\$20,650.004. Laughlin-Sutton Construction\$21,510.00

Award is hereby recommended to James L. Cayton Utilities, Inc. in the amount of \$17,500.00, conditioned upon receipt of the Authorization to Construct from the Division of Water Quality. McDavid Associates Engineer, Tyndall Lewis has reviewed the bids as recommends award of contract to James L. Cayton, Inc.

The budget is as follows:

Construction

 Construction
 \$17,500.00

 Design
 8,350.00

 Tech Service During Construction
 2,000.00

 Total
 \$27,850.00

SECTION 00550

Chairman Harris said this work was being done as required by the State. Mr. Veit confirmed. He said it was required because the State lowered the standards for suspended solids and we no longer will meet the requirement, as of March when this change goes into effect. Mr. Veit said the reporting period would be sometime between April and June and the work must be completed by that point.

Commissioner Faircloth pointed out that there were a lot of water plants that will have the same problem as a result of this change in the law.

Mr. Veit said the State changed the limit from 30 to 10 and our system was in the 12-17 range every month so to get to 10 or less we were going to have to do something and Alum was the least expensive method.

Commissioner Faircloth said his only concern related to the bids. He said the construction bid was low at \$17,500 but the design fees and technical service during construction was about 60% of the construction cost. Commissioner Faircloth said that was hard for him to understand because in looking at another project involving this same engineering firm, they were only charging a 10% fee for a similar service.

Mr. Zaist said he thought this project involved a small amount of physical work but there were a lot of engineering and negotiations with the State with regard to this project. He said there were different ways this could be done and the permitting regulations and costs could result in the engineering cost being higher. Mr. Zaist said, in this case, the additional engineering services might actually reduce some of the construction costs by resolving things with the State regulatory agencies.

agreed. Commissioner Faircloth asked if there were Engineers that specialized in this type of work. Mr. Zaist said the Engineer with McDavid Associates specializes in water systems for municipalities so he felt sure the firm was well qualified to do the work, noting that they designed our system so they were best qualified to do the repairs. Mr. Zaist said when a developer develops a subdivision and connects to our water system we design it and take the fees from the developer and contract out the services. He said McDavid Associates had been very consistent with their engineering services.

Commissioner Faircloth said probably half of the water plants were dealing with this same problem. Mr. Zaist

Motion-Commissioner Faircloth moved to approve the agreement with James L. Cayton. Commissioner Joyce

C. AGREEMENT

D. NOTICE OF AWARD

E. NOTICE TO PROCEED

li .	
F. PLANS prepared by McDavid Associate	es, Inc. dated December 1, 2008.
G. ADDENDA:	
No, dated	, 20
	OR in the manner and at such times as set forth in the General Conditions
such amounts as required by the CONTRACT I	
	all parties hereto and their respective heirs, executors, administrators,
successors, and assigns.	, , , , , , , , , , , , , , , , , , ,
IN WITNESS WHEREOF, the parties hereto h	nave executed, or caused to be executed by their duly authorized officials,
	shall be deemed an original on the date first above written.
	OWNER:
	Carteret County, NC
ACCEPTED:	Date
Ву:	Title Chairman, Board of Commissioners
Douglas W. Harris	This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.
County Attorney, Claud R. Wheatly III	Finance Director, Dee Meshaw CONTRACTOR:
	James L. Cayton Utilities, Inc.
	By
	Name
(SEAL)	Title
	Address
ATTEST:	Telephone
Name	
Title	
VIII. PUBLIC HEARING – TEXT AMENDI TO ALLOW A BOAT STORAGE YAI	MENT TO SECTION 1.5 OF THE MH/RV PARK ORDINANCE RD IN AN RV PARK AS AN ACCESSORY USE
Background Information	
To: Board of Commissioners	
Cc: John Langdon, County Manager	
From: Katrina F. Marshall, Director of Plant	ning & Development
Re: Approval of a Text Amendment to Ar	ticle III - Section 1.5 of the MH and RV Park Ordinance

The Applicant is seeking a text amendment that would permit boat storage to be treated as an Accessory Use at RV Parks.

At its August 13, 12008 meeting, the Zoning Board of Adjustment heard a case that revolved around the central question of "Can a land use that is not a Permitted Use be allowed as an Accessory Use?". The Zoning Board did not overturn Staff's Code Interpretation that, if a boat storage yard is prohibited as the Principal or Permitted Use of a

property, it is also prohibited as an Accessory Use to something, such as a campground, RV Park, Mobile Home Park, etc..

As a result of the discussion that evolved that evening, the Zoning Board of Adjustment asked the Planning Commission and County Commissioners to consider allowing such uses in the MC District (Planned Mobile Home and Camp Park District) but only as Special Uses that would have to comply with the Special Use Requirements and would have to receive Planning Commission approval but only after a Public hearing to allow comments from affected properties.

After some discussion at the Planning Commission's September meeting, Staff was asked to come back with recommendations on how to treat these and other uses as Accessory Uses, rather than Special Uses. The Applicant's request represents a small portion of that issue.

At its January 15, 2009 meeting, the Planning Commission agreed that a boat storage yard was an appropriate accessory use in an RV Park, provided that it was screened properly, but did not think that a limit on the number of boats per RV space was needed. The Planning Commission voted unanimously to approve the text amendment.

Copies of the notice of public hearing, the Applicant's letter request, the proposed text amendment, and minutes from the Planning Commission meeting are attached.

PROPOSED TEXT AS APPROVED BY THE PLANNING COMMISSION

ARTICLE III. RECREATIONAL VEHICLE (RV) PARKS SPECIFICATIONS

Section 1. Development requirements for recreational vehicle parks.

- 1.5. Parking spaces sufficient to accommodate at least one (1) automobile and RV unit shall be constructed within each space and they shall be covered with four (4) inches of crushed stone, marl, or engineer approved material. The improved areas may be limited to runners to minimize the development of ruts or low spots caused by vehicle tires.
- In addition, an area within the RV Park may be set aside for a boat storage yard for boats and other watercraft, under the following conditions:
 - 1. Use of the boat storage yard is limited solely to tenants within the RV Park and
 - 2. The boat storage yard shall be in compliance with the remaining terms of this Ordinance, such as screening.

Motion-Commissioner Allen moved to open the public hearing. Commissioner Faircloth seconded. **Motion** carried unanimously.

Andrew Harris, an Attorney in Morehead City, said he was there on behalf of Goose Creek RV Park, which is an RV park off of Red Barn Road in the western part of the County. He said this was more of a corrective measure and he gave a brief history of how this came about. Mr. Harris said the County has an RV ordinance that provides guidelines for screening and it includes boat storage areas. He said in the process of his clients meeting with the County Planning Department about whether or not a small scale dry stack would be permitted on the property, the Planning Staff said it would not be permissible and the existing boat storage area was nonconforming and could not be expanded or altered. Mr. Harris said they had appealed this to the Board of Adjustment and their vote was 3-1 in favor; however, they needed a unanimous vote to overturn the Planning Staff's decision. According to Mr. Harris, the Board of Adjustment then asked the Planning Staff to discuss this with the Planning Board. The Planning Board was in favor of this proposed text amendment. Mr. Harris said the language would be added to Paragraph 1.5 of the RV Ordinance, which states that within an RV Park, the storage of boats and other watercraft are allowed under the following circumstances and one was that storage was listed to a residence within the RV Park, so they were not creating a commercial type boat storage area. Mr. Harris said they were still required to comply with the other screening requirements that were already in the ordinance.

Mr. Harris said he met with the Planning Board in January and this was approved unanimously. He said the RV Park had been in place for over 20 years and they had always had a boat storage area in the park, as well as a boat ramp. Mr. Harris said when people come here to stay in these types of RV parks, they bring their boat with them, so this language would clarify an existing practice.

Commissioner Faircloth said he wanted to make sure it did not become a storage thing because he understood the intent that if they said "boats not registered in Carteret County" then they could make sure it was the visitors keeping their boats here and not the people who live in the County utilizing the storage area.

Mr. Harris said there were two types of people who come to these RV parks and those were people who have permanent RV's that are set-up and they pay an annual rental fee and there were people who just come for the week or weekend and they bring their boats. In that case, they would not have a boat or watercraft left in the County. Commissioner Faircloth clarified that the people from out of town would not have their boats registered in Carteret County. Mr. Harris said some people might live in the RV park as a permanent resident and their boats would be registered in the County. He said the reason they were requesting this text amendment was that it was limited to tenants within the RV park since they were renting space, so this would prevent someone such as himself from storing his boat there. Mr. Harris said they added the tenant requirement to exclude the public from using the storage area.

Commissioner Faircloth said he was just trying to look for a way to make sure they didn't allow 27,000 tenants living here and all of their boats were stored at the same time, even though they only had 3 trailers. Mr. Harris said there were generally a limited number of spaces within an RV park. Commissioner Faircloth asked if they could have 25 people in that one space. He asked Mr. Harris for his opinion as an Attorney about how to phrase it. Mr. Harris said Planning Board Member, Robin Comer, said these days people might own a boat or they might own a personal watercraft and he felt it should not be limited. Mr. Harris said he supposed the circumstance Commissioner Faircloth referred to could potentially exist but he didn't know too many people who owned 4 or 5 boats that would want to rent an RV space in order to store their boats in their storage yard. He said this was intended to be an accessory to the people who were renting space in the park. Commissioner Faircloth said he wasn't in disagreement but he realized that people often find loopholes.

Commissioner Joyce asked if a person in the RV park could have one boat in the storage yard or sitting in their driveway.

Mr. Harris said that was how they initially proposed it to the Planning Board; however, the way it was presented that evening didn't include the restriction about one boat per tenant, in recognition of people who own a boat and a personal watercraft. He said the Board could certainly include some kind of reasonable cap on the number of watercraft per RV space. For instance, he said if a person rents a space, they could have no more than three.

Commissioner Joyce said Mr. Harris had previously mentioned something about a building. He asked if the reference to a building was out of the proposed text. Mr. Harris said yes, noting that it was part of the initial proposal but it was never pursued further. Commissioner Joyce asked for clarification that they were just talking about a screened area for people who rent space within the RV park and they cannot sublet it. Mr. Harris said that was correct. Commissioner Joyce clarified that a park resident couldn't have a buddy use his space. He said it wasn't restructured under the rewritten proposed text so as long as the boat was in a storage area a person could have more than one boat or watercraft as long as it permitted by the park. Mr. Harris said that was correct, as long as the person who owned the boat was a tenant in the park. Commissioner Joyce said typically storage areas were not numbered and a person pays for the number of boats. Mr. Harris said that was correct.

There being no further discussion, Chairman Harris opened the floor for further public comment. There was no further comment.

Motion-Commissioner Allen moved to close the public hearing. Commissioner Nelms seconded. **Motion** carried unanimously.

Motion-Commissioner Robinson moved to approve the proposed text amendment as presented. Commissioner Allen seconded. **Motion carried unanimously**.

BREAK

IX. PUBLIC HEARING -- ROAD CLOSING REQUEST BY ALBERT MURDOCH TO ABANDON 105 FEET ON SOUND VIEW DRIVE IN BAR HARBOR S/D

This item was suspended during the adoption of the agenda.

IX. APPROVAL OF TRANSPORTATION COMMITTEE'S PROPOSED 2011-2017 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) PRIORITIES

THE ROY LINE IN THOUSANT (1

Background Information

The Carteret County Transportation Committee provided the following recommendations the 2011-2017 Transportation Improvement Program (TIP).

Proposed Carteret County Transportation Improvement Program Recommendations 2011 – 2017

Priority One: Replacement of Gallants Channel Bridge (R-3307)

Priority Two: U.S. 70 Corridor between Raleigh and Carteret County (R-2553, R-2554, R-1015, R-3307 and R4432 - Northern Bypass)

Priority Three: Carteret County "R4432 - Northern Bypass" from Havelock Bypass to Beaufort/Port of Morehead City

Priority Four: Compressed diamond intersection located at the Hwy. 70 entrance to Radio Island

Priority Five: Widening and improvement of the Newport River Bridge on U.S. 70 from the Town of Morehead City to the Beaufort Causeway

Priority Six: The extension of Bridges Street to the vicinity of Newport

Priority Seven: Feasibility study for the construction of a third bridge on to Bogue Banks

Commissioner Faircloth said he had a problem with priority #2 because only one of those projects was located in Carteret County. He didn't feel Carteret County's #2 priority should involve projects in the middle of the state. Commissioner Faircloth said priority #3 was for the Northern Bypass which was something that was listed in priority #2. He felt the extension of Bridges Street was more important that something that would take place in Clayton or Garner. Commissioner Faircloth referred to priority #7 which was for a feasibility study for a third bridge to Bogue Banks and said that shouldn't take second place to projects in other parts of the state. He reiterated that our TIP should only involve projects in Carteret County. He said, following discussion, he planned to make a recommendation to pull priority #2.

Commissioner Joyce said it was his understanding that many years ago when the Transportation Committee was reorganized, the consultants from Raleigh advised the County to prioritize our TIP projects based on the likelihood of being able to fund them. He said he didn't disagree with Commissioner Faircloth but in order to do the Northern Bypass, they had to do the Hwy. 70 Corridor because they were both interconnected. Commissioner Joyce said he thought the Northern Bypass was a continuation of the Havelock Bypass but federal funding was going to do the bypass around Havelock first and then the Northern Bypass would be the next item. Commissioner Joyce asked Tom Steepy if that was correct. Mr. Steepy said yes. Commissioner Joyce said he thought the diamond at Radio Island would be somewhere down the road but if that could be accelerated up into part of the Gallant's Channel Bridge project, so be it. Commissioner Joyce said he didn't know what the proper protocol would be for the BOC to send this back to the Transportation Committee for recommended changes.

Commissioner Faircloth reiterated that the Northern Bypass was listed as a separate item; however, it was also listed as part of priority #2.

Commissioner Nelms said he agreed with Commissioner Faircloth about the TIP recommendations. He said the more that is done to Hwy. 70 to create a speedway for out-of-county residents from Raleigh to the coast; the more we need the extension of Bridges Street from Morehead City to Newport, in order to help alleviate some of the local traffic congestion in the Wildwood area. Commissioner Nelms referred to priority #7 for a feasibility study for the construction of a third bridge to Bogue Banks and priority #8 for widening of Hwy. 58 not to exceed 3 lanes from Emerald Isle to Atlantic Beach. He said, while this may be needed to alleviate congestion, he would like to see more information on how it would impact housing in that area and properties because there are locations between Emerald Isle and Atlantic Beach where the home-fronts were now in the right-of-way. Commissioner Nelms said he couldn't approve the TIP as recommended.

Commissioner Nelms pointed out that the Carteret County Transportation Committee was appointed by the Board of Commissioners and serves at the pleasure of the Board. He asked County Attorney Wheatly if the Board could change the TIP as they saw fit, or did they have to send it back to the Transportation Committee. Mr. Wheatly said the BOC could submit it as they saw fit because the Transportation Committee is appointed by the Board. He said the Board could accept or reject the recommendations.

Commissioner Lewis said he also felt priority #6 was a major priority for Carteret County. He said that road was designed improperly from the beginning, possibly because of the lack of funding. Commissioner Lewis said the intersection from Hwy. 70 and 24 and Country Club Road backs all the way to Wal-Mart now and in the summer months it was even worse. He felt that would be one of the best projects for the County to alleviate traffic congestion. Commissioner Lewis said that was an important project, just as the Gallants Channel Bridge.

Chairman Harris noted that the County's Transportation Committee was scheduled to meet on the following Wednesday at 3:00 p.m. at the Civic Center. He felt that there might be some benefit by having some Commissioners who had a problem with the TIP recommendations to attend that meeting and discuss their concerns. Chairman Harris suggested that the Board table these TIP priorities until after the Transportation Committee meeting. He asked if there was a timeline for submitting these priorities to DOT. Ms. Marshall said there was no timeline.

Commissioner Faircloth said there may be something going on with the state that he didn't understand but he didn't have a problem tabling this item.

Motion-Chairman Harris moved to table the TIP recommendation and give those who wanted to discuss this further with the Transportation Committee an opportunity to attend their meeting on Wednesday. Commissioner Lewis seconded.

Commissioner Nelms said he wasn't sure he would be able to attend the meeting but would like these concerns forwarded to the Transportation Committee.

Motion carried 6-1, with Commissioner Robinson opposed.

IX. (a) APPROVAL TO TRANSFER COUNTY DENTAL POSITION TO THE BOARD OF EDUCATION

Commissioner Lewis asked about the current breakdown between County and State funds for the dental program. Dr. Garrett indicated that he didn't understand the question. Commissioner Lewis said the position is currently paid by use of County and State funds and he asked what percentage was paid by the County and what percentage was paid by the State. Dr. Garrett said it was a combination of State funds and escrow funds that were earned for services of children but he didn't know what else was included.

Commissioner Lewis asked if there was a reason for the proposed agreement taking effect on March 1, 2009, in the middle of fiscal year rather than waiting until the next budget cycle.

Mr. Langdon said this came up late in the budgeting process last year. He said our County has a unique program that is a perfect fit for us since this individual has previous service with the State Retirement System; however, in his alignment as a County employee he cannot build up anymore time to qualify for his retirement. Mr. Langdon said that was the only reason it was set up this way. He said the Board of Education or the County could do away with this agreement with a 30 day notice and this position would revert back to a County employee. Mr. Langdon said when this came up in the budgeting process last year, there were too many questions and intangibles to get through so the Superintendent took it back to work through some of the issues; however, his untimely passing resulted in this being stagnated for a period of time. He said all the parties had recently sat down to make sure that the terms were acceptable to everyone. Mr. Langdon said this action would essentially save a good employee and a good program and it would allow this employee to build up time towards his eventual retirement, not necessarily that he was actually ready to retire. He said the money would still flow through the County and the County would disburse it to the schools.

Dr. Garrett interjected that they started on this a year and two months ago, during the time Dr. Lenker was in the process of retiring. He said there were not many good dentists that were willing to work the Mobile Dental Van and carry a portable mobile dental chair out to the schools especially Down East. Dr. Garrett said Dr. Batten was a very unique dentist with 24 years experience, of which 17-18 years were in the State retirement system as a dentist in Jackson County. He said Dr. Batten had worked for the County for 6 years and he was asking us to figure out a way for him to complete his retirement with the State and have those benefits, which includes medical. According to Dr. Garrett, when the County hired Dr. Batten, they had been unable to find a dentist that didn't want to redesign the program to have a permanent dental chair in the Health Department. Dr. Garrett said Dr. Batten approached him and said he had a couple of options, with one being to terminate his contract with the County and go back to dental services with the State or he could go to work at the prison and complete his time there. He said Dr. Batten was willing to donate two days of his time and services to operate the dental van.

Commissioner Lewis asked if both parties had to mutually agree to terminate the agreement, noting that the County couldn't terminate the contract if they approved the proposed agreement. Mr. Langdon said the intent was that either party could terminate the agreement within a 30 day notice. He said, if for some reason the County was dissatisfied with this arrangement or the Board of Education was dissatisfied, either party could give the 30 day notice and it would be terminated and the program would revert back to the County.

Commissioner Lewis pointed out that the County Attorney was shaking his head. Mr. Wheatly said he agreed with Commissioner Lewis. Commissioner Lewis said the proposed agreement was not fulfilling this intent. Mr. Langdon said he would like for the Board to approve the MOU that could be terminated by either party. Commissioner Lewis said he didn't have a problem with that. Mr. Langdon said he would need to smooth that over with the Board of Education and the Health Board just to be sure their interpretations were not different.

Commissioner Robinson, who serves on the Health Board, said the Health Board discussed this and voted unanimously to support it. He said, at that time, it was understood that either party could terminate the agreement.

Commissioner Faircloth said he remembered when this program was first presented the County, he was lead to believe that it wasn't going to cost the County taxpayers anything. He recalled Dr. Garrett coming before Rotary groups to raise money to build the pads at all the schools so the van would have a place to park. He said he thought we were going to bill Medicaid and keep the cost down but this program was now costing the County a lot of money. Commissioner Faircloth questioned what had gone wrong and what the County was doing to remedy that problem and get the program back on track for being self sufficient.

- Dr. Garrett said that was a difficult question. He relied on Ms. Meshaw for assistance with the financial information. Ms. Meshaw said the budget has \$104,000 in revenue and almost \$258,000 in expenses. Dr. Garrett said nothing had changed in the program in terms of cost with personnel but there had been changes in costs as far as supplies, which was fairly nominal. He said the big difference was the number of children they served. Dr. Garrett said when the program initially started they thought they would serve approximately 120 students; however the County didn't get the reimbursements that were expected and we had to bill in a "wrap around service", which private dentists do not do because the reimbursement rate is about 1/5 of what a private dentist gets.
- Dr. Garrett said our program was almost the last of its kind in North Carolina and he thanked the Board for their support for the program; however, he didn't foresee the program ever being self-supporting. He said every year the number is increased and this year it was 24.7%. Dr. Garrett said they serve children that are basically uninsured or underinsured that do not fall in the category of the NC Healthy Choice or have no other resources.

Commissioner Faircloth said he recently read in the local newspaper that the State Dental Association may be coming to our County and how benevolent they were for coming here and taking care of kids who could not otherwise get dental work. He said he thought that was the whole purpose of our program.

Dr. Garrett said he didn't have a response for that. He said there were a number of programs that would like to come here and get credit for themselves and the NC Dental School of Dentistry and Dr. Batten would welcome them. Dr. Garrett said they recently submitted another grant request to the Kate B. Reynolds Foundation.

Commissioner Faircloth asked if the dental van could take other adult Medicaid patients, in addition to children, in order to generate revenues. Dr. Garrett said they had discussed this possibility and it was actually pursued by two of the other counties in North Carolina. However, it was considered a mixing of reimbursements which could involve other populations such as minority groups. He said when you start mixing those groups it gets complicated.

Commissioner Joyce referred back to the question initially posed by Commissioner Lewis regarding the funding sources. He said the when he first read the proposal he understood that the County would fund 100% of the cost to the schools.

Ms. Meshaw said \$104,000 was budgeted but it was mostly Medicaid money, with a little State grant funding, but most was Medicaid reimbursements. She said the expenses for the program rounded out at \$258,000 so the program is running on a loss.

Commissioner Joyce asked who did the billing to receive the reimbursement money. Ms. Meshaw said that was handled by the Health Department. Commissioner Joyce pointed out that the County also pays for the administration cost. Ms. Meshaw wasn't sure if the staff within the dental program actually performed the billing duties or if that was done by someone else in the Health Department. Dr. Garrett said they have a fulltime person located in the dental van that bills, takes care of ordering, and makes appointments. Commissioner Joyce asked if this position was included in this money. Dr. Garrett said it was part of the cost of the Dental Program. Ms. Meshaw confirmed that the position would be in the \$258,000. Commissioner Joyce questioned if expenses for the medical and dental supplies were also included in this amount. Ms. Meshaw said yes. Commissioner Joyce said the dentist wasn't making a lot of money. Ms. Meshaw said she didn't know how they broke out the \$104,000 to say specifically which costs were covered but this was something that the new budget person in her office and an employee at the Health Department were working on together so that Finance would have a better understanding of this program. She said the \$104,000 would not cover Dr. Batten's salary plus benefits but there was a mix of Medicaid money from the State and local money involved in this program. Commissioner Joyce said it was Medicaid funds and not State funds. Ms. Meshaw said that was correct but they pass through the State and it is Federal. Commissioner Joyce said what he read in the packet referred to it as State funds. Dr. Garrett said they considered it that way because that is where the money comes from. Commissioner Joyce said the schools would consider it all coming from the County.

Mr. Langdon said the intent of the MOU language was to transfer the money to the schools for them to pay the dentist as their employee; however, the County would still receive all the revenues from various sources from State Medicaid and local funding. The County would then transfer that amount to the schools so they could pay Dr. Batten the same way the County was paying him. Mr. Langdon said there was no intent to change any of the revenue flows of either local, State, or Medicaid reimbursements. He said Dr. Batten would become a school system employee, not a State employee.

Commissioner Joyce said when the County prepares our budget we would budget x amount of dollars and it could fall short because we do not know what the reimbursement of Medicaid funds that were being cut. He asked Dr. Garrett what he was referring to when he previously quoted 24%. Dr. Garrett clarified that he was referring to the percentage of uninsured persons and that was a percentage of the total population of the County. He added that the number of children who were uninsured had increased at an exorbitant rate.

Commissioner Lewis said he wanted to make sure he understood that they were only talking about moving the salary and benefits for Dr. Batten and the other expenses would be maintained within the Health Department budget. Dr. Garrett said yes.

Commissioner Faircloth asked if there was a way to change the model we currently have for the program. He asked about the wrap around program. Dr. Garrett reiterated that Carteret County is only one county that operates a dental program that is primarily for children. He said he would not propose to change the model for the program at this time, adding that the cost would be phenomenal. Dr. Garrett said he looked at changing it to a different model at one time but he never brought the proposal to the Board because he knew they wouldn't go for it.

Chairman Harris asked who was eligible for the program and if it was only for children. Dr. Garrett said the program was only for children. He said any child in school who meets the requirements is eligible. Dr. Garrett said if a child has insurance and a private dentist, they are encouraged to visit their dentist. Chairman Harris asked about the Medicaid reimbursement rates. Dr. Garrett said we get Medicaid but not at the full rate. He noted that an outside dental practice receives much more reimbursement than our program. Chairman Harris asked why we would encourage children who qualify for Medicaid to go to a private physician. Dr. Garrett said the intent was for children with insurance to go to a private physician. Chairman Harris said Dr. Garrett previously said he assumed that the most needy children were eligible for Medicaid. Dr. Garrett said yes.

Commissioner Lewis said he was sure they would be looking at this later during the budget process.

Motion-Commissioner Lewis moved to accept the Memorandum of Understanding between Carteret County Health Department and the Carteret County Public Schools, with the following modification: the last sentence should read, "It may be terminated with mutual consent of either CCDH or CCPS department heads upon thirty (30) days notice." Commissioner Allen seconded.

Commissioner Joyce pointed out that the funding for this program was already in the current budget and it was his understanding that the budget would not be exceeded without coming back to the Board of Commissioners for approval. Chairman Harris said yes.

Motion carried unanimously.

The Memorandum of Agreement was as follows:

MEMORANDUM OF AGREEMENT

BETWEEN

CARTERET COUNTY HEALTH DEPARTMENT

AND

CARTERET COUNTY PUBLIC SCHOOLS

This agreement between the Carteret County Health Department (CCHD) and Carteret County Public Schools (CCPS) is for the purpose of transferring the salary payments of the mobile dental program's dentist. This position is currently paid by the use of County and State funds. The Dentist I position currently established with CCHD will remain unfilled with the funding moved from salary and fringes to contracted services for the duration of this agreement. Upon termination of the agreement, CCHD program monies previously paid to CCPS for contract dentist services will again be available for funding the CCHD Dentist I position. This agreement will be effect from March 1, 2009 until the current dentist's (Dr. Batten) employment ends.

FISCAL AGREEMENT

Funding for the CCPS Dentist I position, including salary, benefits and liability insurance costs, will be paid by CCHD to CCPS on a contract basis for the duration of employment of the current dentist (Dr. Batten). Contract monies paid by CCHD to CCPS will be determined by the present and future County-approved funding for the total cost of the Dentist I position, including salary and benefits, normally provided at the County level. Determinations for annual salary increases shall reside with the County. Changes in fringe benefit costs will be based on the changes in costs as set by the State for all CCPS employees, with commensurate contract monies paid to CCPS changing accordingly. Monies received by CCPS for contract dentist services will be allocated to cover full employment for the dentist position with normal CCPS benefits. CCPS will accept the transfer of sick and annual leave balances of the current dentist from CCHD. At the end of employment of the current dentist any payouts related to these balances will be reimbursed to CCPS from CCHD. CCPS will purchase on an annual basis a professional liability policy to cover the dentist and the cost of this policy will also be reimbursed by CCHD. Any other expenses for this position such as continuing education and travel reimbursements will be paid by CCHD.

Contract monies paid to CCPS shall cover the following expenditures:

Salary

Health insurance provided through CCPS

Other insurances normally provided through CCPS

Vacation leave

Sick leave

Employer matching contribution to state retirement system

Supplemental liability insurance, as required (approximately \$1500/year)

SUPERVISION

Supervision and performance evaluations will reside with the director of CCHD. Dental program activities will continue as usual with office space provides by CCHD.

LIABILITY

As a provider of contract services for CCHD, liability insurance for the dentist would continue to be provided through group coverage at CCHD. Any additional insurance required by CCPS will be reimbursed by CCHD.

MISCELLANEOUS

Other employment issues related to the transfer of the dentist position or any other issues (other than financial issues) that arise in the course of this agreement shall be mutually decided between the respective heads of the CCHD and CCPS as they arise. Any financial issues related to this transfer will be mutually agreed upon by the Board of County Commissioners and the Board of Education before they are changed.

This agreement represents a cooperative effort between CCI serves. It may be terminated by either CCHD or CCPS depart	rtment heads upon thirty (30) days notice.
Director, Carteret County Health Department	Date
Superintendent, Carteret County Public Schools	Date

Date

X. MANAGER'S REPORT

Carteret County Manager

Mr. Langdon reported the following

F-35B Joint Strike Fighter (JSF) Squadrons

Mr. Langdon said he attended a public scoping meeting of the Navy and Marine Corp. F-35 regarding the public comment period for the environmental impact studies for the introduction of the joint strike fighters at Cherry Point. He said there were very few negative comments, with most people just seeking information. Mr. Langdon said the Board still had an opportunity to contribute to that public input and he referred to his previously provided suggestions. The Board was provided a copy of a proposed letter expressing the Boards' comments which, if approved, was to be signed by the Chairman. The Board had no suggested changes or modifications to the letter.

Motion-Commissioner Faircloth moved to authorize the Chairman to send the letter. Commissioner Joyce seconded.

Commissioner Allen said he had taken the liberty to call the Mayors in the western part of the County, since they have Bogue Air Field in that area, and they had no objection.

Motion carried unanimously.

February 16, 2009

USMC F-35B East Coast Basing EIS, P.O. Box 56488 Jacksonville, Fla. 32241-6488

Please accept these public comments from local Carteret County Government elected officials in the course of indentifying community concerns relevant to the preparation of an Environmental Impact Statement (EIS) for basing the U.S. Marine Corps F–35B Joint Strike Fighter at MCAS Cherry Point in Havelock, North Carolina.

MCAS Cherry Point is extremely important and vital economically for neighboring Carteret County based upon substantial direct and indirect economic benefits as the largest industrial operation and employer east of I-95 in NC. As such, Carteret County strongly supports a rigorous degree of socioeconomic analysis in the EIS examination of Alternative basing Option #2 involving the most aircraft proposed to be based at MCAS Cherry Point.

While military flight training operations and flight patterns pose a significant degree of disruption to our populace in the vicinity of several military training facilities and ranges located in Carteret County, we generally tolerate the "Sound of Freedom" well as a matter of patriotism in deference to necessary military training. Since the F-35 Joint Strike Fighter will be fielded by three Services, there seem to be other basing options for joint aircraft variants to be based jointly without regard to current sole Service basing models. Therefore, Carteret strongly encourages the NAVY to examine various noise levels encompassing all operating regimes for all Service variants of the F-35 aircraft.

Regards,

Douglas W. Harris, Chairman Carteret County Board of Commissioners

Special Meeting Regarding the Bond Project Budget Ordinance Amendment

Mr. Langdon said there was initially an item on the draft agenda regarding a bond project ordinance amendment but some Commissioners wanted this delayed until they could get more information from the school system. Mr. Langdon proposed a special meeting in the early part of the following week about this matter. He said if they did the additional HVAC projects it would require some lead time for contractors to order all the materials and this had to be done while the children were not in school; therefore, the target week would be during spring break in mid-April.

Following discussion, the Board agreed to hold the special meeting on Monday, February 23rd at 4:30 p.m. in the Commissioners' meeting room. Mr. Langdon informed the Board that it should be a fairly short meeting.

XI. **APPOINTMENTS**

BOARD OF EQUALIZATION & REVIEW

8 seats – 7 Regular Members and 1 Alternate – 1 year terms expire 03/01/09 Plus one additional "Alternate" to be appointed.

Larry Land-Chairman Harris' appointee.

Charles Mason-Commissioner Robinson's appointee.

Eric Gregson-Commissioner Faircloth's appointee.

Tony Castagna-Former Commissioner Steepy's appointee. Vern Childress-Commissioner Allen's appointee.

Gary Mann-Commissioner Nelms' appointee.

Jeffrey Nelson-Commissioner Lewis' appointee.

Tom Dale-Mr. Dale is the "Alternate" and appointed by the full BOC.

Chairman Harris asked if there was any objection to voting on the above referenced individuals in one motion. There was no objection.

Childress, Gary Mann, Jeffrey Nelson, and Tom Dale for reappointment. Nominations carried unanimously. Nomination-Chairman Harris nominated Carl Brown for appointment as a 2nd Alternate. Nomination carried

Nomination-Commissioner Allen nominated Larry Land, Charles Mason, Eric Gregson, Tony Castagna, Vern

unanimously.

Nomination-Chairman Harris nominated Larry Land as Chairman. Nomination carried unanimously.

COUNCIL FOR WOMEN

6 seats - 2 and 3 year terms expired 12/08

Nomination-Commissioner Lewis nominated Trish May for reappointment for a 3 year term. Nomination carried unanimously.

There were no other applications to be considered for the remaining 5 vacancies.

INDUSTRIAL FACILITIES & POLLUTION CONTROL FINANCING AUTHORITY

3 seats – 6 year terms expired 7/15/08

Nomination-Commissioner Nelms nominated Briant Wilder. Nomination carried unanimously.

There were no other applications to be considered for the remaining 2 vacancies.

RURAL TRANSPORTATION ADVISORY COMMITTEE

1 "Municipal Elected Official" - 2 year term expires 02/20/09

Nomination-Commissioner Allen nominated Mayor Joan Lamson for reappointment. Nomination carried unanimously.

ZONING BOARD OF ADJUSTMENT

2 seats – 3 year terms expired 02/04/09

The two members currently serving are interested in reappointment and their applications are enclosed. **Nomination**-Commissioner Lewis nominated Robert Bittner, Jr. **Nomination carried unanimously**. Nomination-Commissioner Lewis nominated Ted Nowell. Nomination carried with 6 votes (Faircloth, Joyce, Harris, Nelms, Allen, and Lewis)

XII. **COMMISSIONERS' COMMENTS**

Commissioner Faircloth

Commissioner Faircloth said E-Verify is a program that the Department of Homeland Security set up so that all employers could easily verify whether their employees could legally work in the Country. He said the program didn't say if you were a citizen or not, it just said you had the right to work in this Country. Anyone who goes to work for the State of North Carolina or any sub-division of the State, which includes the Community College or the School System, can check to make sure that the people they hire are qualified to work. Commissioner Faircloth said Carteret County uses E-Verify to make sure our employees are legal to work. He said our leaders in Congress, as part of the Stimulus Bill, decided that the money being distributed wouldn't be used to check-out these people through the E-Verify program, so they pulled it out of the Stimulus Bill. Commissioner

Faircloth said the tax dollars being spent for the stimulus in the Country doesn't have to go to American citizens and can go to illegal immigrants.

Commissioner Faircloth said the budget process was going to be tight but he was grateful that Carteret County wasn't as bad off as some other counties. He contributed our County's current situation to years of sound conservative fiscal budgeting and he expressed his appreciation to his fellow Commissioners, the County Manger, and the County Finance Officer for being good stewards of the taxpayer's money. Commissioner Faircloth noted that the School System funding makes up the largest portion of the budget and he couldn't help but think back the last year's budget went so smoothly because Brad Sneeden understood the difference between wants and needs and the importance of open lines of communication with the Board of Commissioners. He said he hoped the Board of Education selected a new Superintendent with the same sense of priorities, qualities, vision and philosophy.

Commissioner Robinson

Commissioner Robinson pointed out that there were previous applications in the Boards' packets for the Public Water Access Committee; however, those applications were pulled and not included in this packet. Ms. Deese said it was her understanding that the Public Water Access Committee was planning to make a recommendation by the Board's next meeting. Chairman Harris confirmed that the PWAC was going to make a recommendation by the next meeting. Commissioner Robinson questioned why the Board was waiting for a recommendation from the PWAC since this seat serves at the pleasure of the BOC.

Commissioner Nelms

Commissioner Nelms thanked his fellow Commissioners, staff, and citizens for all their prayers and condolences during his loss of family members over the holidays. He said it was the first time since he had moved to Carteret County that he had spent 4½ weeks outside of the County due to illnesses and hospitalization of family members.

Commissioner Nelms encouraged citizens in need of assistance to visit the St. James United Methodist Church Thrift Shop and seek assistance from the Matthew 25 Fund, which raises money to assist citizens in the Newport community who can't pay their light bill, rent, or medical expenses for various reasons. He said over the past 25 years this program has given approximately \$1M back to the citizens of the community and he commended them for these efforts.

Commissioner Nelms expressed his concern that the State was not funding many mandates and those were being passed down to local governments. He said before he voted on any tax increase based on current property values he wanted to be sure that they did everything to trim the budget. Commissioner Nelms said he wanted the Board and staff to look at the County's reserve balance and see if any of that money could be used to defer a tax rate increase, or if there were any grant programs that could help fund some projects. He said he didn't want to jump on the bandwagon of a tax rate increase when our property tax values are over inflated based on our current economic situation.

Commissioner Lewis

Commissioner Lewis said he was pleased to hear that the courts had added an extra week to the court calendar to hear administrative matters in hopes of moving the due process forward in our courts. He said the extra week added to the schedule to address administrative issues should allow more cases to be adjudicated in a regular scheduled trial week. Commissioner Lewis specifically thanked Sheriff Buck for bringing this matter to the forefront and working so diligently to craft a solution to ease a backlog of cases. He said Sheriff Buck and his staff had identified the problem and immediately went to work to find a practical and sensible solution. He also thanked County Attorney Wheatly for his valuable input in helping to find a solution to this problem and alleviate the burden, not only to the County's finances but to the Sheriff's Department manpower needs, as well as the individuals in jail waiting the dispensation of their cases. Commissioner Lewis said he hoped this example could lead to more cooperative efforts in the future on other issues that affect the County and the State. He said the County had provided additional courtroom space on the second floor of the administrative building in order to meet the needs of the court.

Commissioner Lewis said the Community College had made their selection and Dr. Kerry Youngblood was the new College President. He thanked everyone involved, noting that the selection process would not have been successful without the community involvement. Commissioner Lewis said Dr. Youngblood was a good man who came highly recommended.

Chairman Harris

Chairman Harris said he agreed with Commissioner Faircloth's concern regarding the E-Verify program.

Chairman Harris referred to a segment from 60 Minutes about the decline in the steel industry and the fact that the stimulus bill included requirement that any steel bought had to be American steel. He said that seemed a little contradictory since on one hand our Country doesn't look after our citizens but on the other hand we buy American steel. In reference to the immigration issue, Chairman Harris felt the County would probably need to do everything possible because he didn't feel that the Federal Government was going to do anything.

XIII. CLOSED SESSION PURSUANT TO NCGS 143-318.11 FOR THE PERMITTED PURPOSE OF DISCUSSING (a) (1) CONFIDENTIAL INFORMATION (APPROVAL OF 1/12/09 MINUTES) AND (a) (5) CONTRACT NEGOTIATIONS

Motion-Commissioner Allen moved to go into closed session pursuant to NCGS 143-318.11 for the permitted purposes of discussing (a) (1) confidential information for the approval of the 1/12/09 closed session minutes, and (a) (5) contract negotiations. Commissioner Nelms seconded. **Motion carried unanimously**.

Motion-Commissioner Faircloth moved to return to regular session. Commissioner Nelms seconded. **Motion** carried unanimously.

XIV. ADJOURNMENT

Motion-Commissioner Nelms moved to adjourn. Commissioner Faircloth seconded. **Motion carried** unanimously.

Douglas W. Harris, Chairman

Jeanette Deese, Clerk to the Board